

SOLICITATIONS PROVISIONS:

Submission: Submitted Bid / Solicitation(s) shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation. Bid / Solicitation(s) shall be submitted to the DEQ Procurement Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions. All Bid / Solicitation(s) shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to Bid / Solicitation(s) shall be identified and initialed in ink by the bidder. Penciled Bid / Solicitation(s) and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail. All Bid / Solicitation(s) submitted shall be subject to the Oklahoma Central Purchasing Act, OMES Rules, DEQ Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

Solicitation Amendments: If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The DEQ Procurement Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of Bid / Solicitation(s) for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the DEQ Procurement Division. It is the bidder's responsibility to check the OMES and DEQ websites frequently for any possible amendments that may be issued. The DEQ Procurement Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

Bid Change: If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the DEQ Procurement Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER RESPONSIBILITY Matters: By submitting a response to this solicitation: The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) and Have

not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

Bid Opening: Sealed Bid / Solicitation(s) shall be opened by the Listed Buyers at the location, time and date specified in the solicitation as Response Due Date and Time.

Open Bid / Open Record: Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's Bid / Solicitation(s). [51 O.S. § 24A.5 (5)]. Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

Late Bid / Solicitation(S): Bid / Solicitation(s) received by the DEQ Procurement Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

Legal Contract: Submitted Bid / Solicitation(s) are rendered as a legal offer and any bid, when accepted by the DEQ Procurement Division, shall constitute a contract. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence: any Addendum to the Contract; purchase order, as amended by Change Order (if applicable); solicitation, as amended (if applicable); and successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed. All contracts are not fully executed until a purchase order and notice to proceed are issued.

Pricing: Bid / Solicitation(s) shall remain firm for a minimum of sixty (60) days from the solicitation closing date. Bidders guarantee unit prices to be correct. : In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

Manufacturers' Name And Approved Equivalents: Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if Bid / Solicitation(s) are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bid / Solicitation(s) that do not comply with these requirements are subject to rejection.

Communications Regarding Solicitation: The Agency Buyer listed on the cover page of this solicitation is the only individual in which the Supplier should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

Proprietary And Confidential : Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Supplier submits as part of or in connection with a Bid are public records and subject to disclosure. If a Supplier claims any portion of its Bid as financial or proprietary confidential information, the Supplier must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Supplier shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State Purchasing Director shall make the final decision as to whether the separately submitted information is confidential. If the State Purchasing Director does not acknowledge the information as confidential, DEQ will return or destroy the information with proper notice to the Supplier and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered

Clarification Of Solicitation: Clarification pertaining to the contents of this solicitation shall be directed in writing to the DEQ Procurement Division Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

Negotiations: In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply: Negotiations may be conducted in person, in writing, or by telephone. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

Rejection Of Bid: The State reserves the right to reject any Bid / Solicitation(s) that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of Bid / Solicitation(s) are listed in OAC 260:115-7-32.

Award Of Contract: The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

Contract Modification: The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the DEQ Procurement Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

Delivery, Inspection And Acceptance: Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the DEQ Procurement Division

Draft Invoice: The State of Oklahoma is working to streamline the process of payment to vendors and to reduce the timeframe of payment. When submitting your response, please also include a "Draft Invoice"; which is a copy of original invoices; with the item(s) and pricing. Please make sure that it is marked as "Draft Invoice". The intent of this is to match our purchase orders to the invoice whenever possible. Please note that if your company is awarded and issued a purchase order you will still need to submit a proper invoice after the purchase order has been issued and you have provided the item(s) to the agency. Also, please be sure and put in bold letters THIS IS NOT A BILL in addition to marking it as a DRAFT INVOICE. This does not constitute an order. The Agency will set up service/delivery dates after award.