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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids 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.
- A.2.2. Bids shall be submitted to the Central Purchasing 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.
- A.2.3. 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.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids 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.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing 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.

A.3. Solicitation Amendments

- A.3.1. 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 Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. 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 Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. 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 Central Purchasing 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.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. 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;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. 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.
- A.5.2. 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.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. 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 bids. [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.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. 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.

A.11. 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 bids 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. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. 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.

A.12.3. 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.

A.13 NEGOTIATIONS

A.13.1. 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.

A.13.2. 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:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. 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.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. 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.

A.13.6. 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.

A.14. Rejection of Bid

The State reserves the right to reject any bids 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 bids are listed in OAC 260:115-7-32.

B.1.

A.15. Award of Contract

- A.15.1. 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.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. 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>.

A.16. Contract Modification

- A.16.1. 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.
- A.16.2. 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 Central Purchasing 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.

A.17. Delivery, Inspection and Acceptance

- A.17.1. 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.
- A.17.2. 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 Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. DEFINITIONS AND STANDARDS

B.1.1. PROVIDE- means that all coordination and materials must be included for an item and should be included in the bid cost.

B.1.2. Small Unmanned Aerial Systems (sUAS) - An unmanned aircraft that can navigate without a human pilot on board; a drone along with the equipment necessary to operate it.

B.1.3. ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES (EPGS): are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services that serve the same purpose. Environmentally preferable goods may also have one or more of the following characteristics: reduced packaging, ease of reuse, refurbishment, remanufacture, or recycling at end of life, reduction of greenhouse gas emissions and air contaminants, improved energy and water efficiency, use of alternative sources of energy and fuels, reduced waste, and practices that support reuse and recycling, use of renewable resources, reduced exposure to toxins and hazardous substances, and promote practices that support and sustain healthy communities and social structures.

B.1.4. THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) - is organized according to operational needs identified by the statutory responsibilities outlined in it empowering legislation. The organization consists of the Office of Executive Director, Administrative Services Division, and five technical divisions, each of which is responsible for the management of specific environmental program areas:

B.1.5. WATER QUALITY DIVISION (WQD) - responsible for implementing the state and federal Clean Water Acts by laying out requirements and strategies for reducing water pollution and improving water quality. WQD operates programs for water supplies, source water protection, sludge disposal and municipal and industrial water pollution control. These programs include review of plans and specifications, permitting, tracking, compliance, enforcement, water quality planning, training and certification, and complaint resolution activities. WQD provides licensing and regulation of municipal water and wastewater operations.

B.2. REFERENCE WEBSITES:

- B.2.1. Oklahoma Department of Environmental Quality (DEQ): <http://www.deq.state.ok.us/>
- B.2.2. United States Environmental Protection Agency (EPA): <https://www.epa.gov/laws-regulations>
- B.2.3. United States Federal Aviation Administration (FAA): <https://www.faa.gov/uas/>

B.3. SUBSTITUTIONS:

- B.3.1. If alternate make(s) or model(s) are bid the following shall be provided:
 - B.3.1.1. Specification(s)
 - B.3.1.2. Brochure(s)
 - B.3.1.3. Warranty information

- B.3.2. See The Terms and Conditions in Section A. General Provisions A. 11.
- B.3.3. Failure to present the above in the bid will result in a non-responsive bid.

B.4. DELIVERY:

- B.4.1. F.O.B. Destination shall mean delivered to the receiving dock or other point specified in the purchase order.
- B.4.2. The state assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The State assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all Items shall be the responsibility of the contract supplier until accepted by the ordering agency. Contractors shall be responsible for filling, processing, and collecting all damage claims
- B.4.3. Deliverable(s) shall be packaged as to not be damaged during transportation and delivery. Packaging shall be labeled as to content. . Packaging shall be labeled as to content and all containers should be EPGS products.
- B.4.4. The Contractor, Contractor’s officers, employees, and Independent contractors will be required to do the following: Deliverable(s) shall be packaged as to not be damaged during transportation and delivery. Suppliers shall be responsible for filing, processing, and collecting all damage claims. Damaged deliverable(s) shall be replaced by supplier at no cost to the agency.
- B.4.5. Delivery Dates | Schedule:
 - B.4.5.1. All shipments must be pre-approved before shipping. Supplier shall contact agency contact for delivery dates. All deliveries shall be scheduled prior to delivery.
 - B.4.5.2. All deliveries shall be delivered no later than thirty (30) days after receipt of request for specified quantities.
 - B.4.5.3. The supplier shall contact:
 - B.4.5.3.1. Contact: Jesse Prather or Blake Shrum
 - B.4.5.3.2. Contact Phone: 405-702-1164
 - B.4.5.3.3. Contact E-Mail: Shipping.Receiving@deq.ok.gov
- B.4.6. Items shall be delivered to Oklahoma Department of Environmental Quality, **WQD** 707 N Robinson Oklahoma City, OK 73102
- B.4.7. See The Terms and Conditions in Section A. General Provisions A. 17.

B.5. INVOICES:

- B.5.1. Pursuant to 74 O.S. §85.44(B), invoice(s) will be paid in arrears after product(s) have been delivered.
- B.5.2. Interest on late payment(s) made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.
- B.5.3. Fuel surcharge(s) are to be billed as a separate line item on invoice(s).
- B.5.4. Supplier’s Federal Employer Identification number shall appear on all invoice(s).
- B.5.5. Purchase Order shall appear on all invoice(s).
- B.5.6. All invoice(s) must state period of service.
- B.5.7. All Invoices shall be itemized.
- B.5.8. Invoices shall be sent to:
 - B.5.8.1. Oklahoma Department of Environmental Quality
 - B.5.8.2. Attention: Accounts Payable
 - B.5.8.3. P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677
- B.5.9. See the Terms and Conditions in Section A. General Provisions A. 18
- B.5.10. Failure to comply may result in late payments.

B.6. 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.

B.7. FINAL PAYMENT

Final payment under this Contract or under a termination settlement shall be made only after the satisfactory completion of work performed under this Contract and Contractor’s execution and delivery to the DEQ of a release of all claims against DEQ arising under or by virtue of this

Contract. Unless otherwise provided herein, by Oklahoma law, or otherwise expressly agreed to by DEQ, Contractor and OMES, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the State's claims against Contractor, his sureties or his liability bonds held under this Contract.

B.8. SEVERABILITY

The provisions of this contract are severable, and if any part or provision hereof shall be held void, it shall not be deemed to render any other provisions void or affect or impair the effectiveness of other parts or provisions.

B.9. SUBCONTRACTS

Contractor may not enter into any subcontracts to provide the services required by this contract without first receiving written approval from DEQ. DEQ reserves the right to not approve a subcontractor and Contractor will have to find a replacement. Any proposed agreements (e.g. licenses, maintenance agreements, etc.) that vendor or any subcontractor(s) expects to be signed, as part of a resulting contract to this RFP, shall be approved or denied by DEQ and will or will not become a part of this contract.

B.10. EXTENSION OF SERVICES

Award of contracts for recurring and continuing service requirements are often delayed due to circumstances beyond the control of the DEQ. DEQ may require continued performance of any services within the scope and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. DEQ may exercise the option by written notice to the Contractor. The preliminary notice does not commit DEQ to an extension. All previous terms and conditions contained within the contract and any amendments shall remain in force throughout any contract period extension resulting from this clause.

B.11. INDEMNITY

(A) to the extent permitted by Oklahoma law, licensee shall indemnify, defend, and hold harmless hotel, and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all Losses arising from (i) the matters described in Section 2(B) hereof, and/or (ii) personal or bodily injury to or death of persons or damage to the property of Hotel to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees.

B.12. FORCE MAJEURE

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

B.13. UNAUTHORIZED OBLIGATION

At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding.

B.14. DAMAGES

All work performed by Contractor's personnel shall be designed to preclude damage or disfigurement. Damage and/or loss to property of DEQ; property of DEQ staff and property of guests; and/or neighboring property, as a result of negligence or intent by Contractor, or Contractor's personnel shall be at Contractor's expense. All replacements and repair will be at the current cost, and paid by the Contractor. DEQ shall not be held responsible for any of Contractor's property and/or Contractor's personnel's property; including major equipment which may be lost, damaged, or stolen unless such loss, damage or theft is due to the negligence or intent of DEQ's employees or agents.

B.15. COMMUNICATIONS

All communications shall be in writing. Acknowledgement of communication from DEQ shall be made within twenty-four (24) hour of receipt of communication. All communication must be responded to within 5 business days.

B.16. ADDED VALUE

- B.16.1. Contractors are encouraged to provide any value added services and their pricing with their proposal. Any value added services the vendor wishes to propose must be submitted at the time of proposal. Even though Value Added Services may or may not be utilized by the agency and may not be utilized, they must be submitted with the original proposal.
- B.16.2. The Contractor may be evaluated higher for the added values listed below:
 - B.16.2.1. Extended Warranties
 - B.16.2.2. Maintenance and service department or program
 - B.16.2.3. Uses of EPGS products in production, packaging, and any other means

C. SOLICITATION SPECIFICATIONS

C.1. INTRODUCTION

The Oklahoma Department of Environmental Quality (DEQ) is seeking bids for two Small Unmanned Aerial Systems (sUAS) and additional accessories to be delivered to 707 n Robinson in Oklahoma city, Oklahoma. WQD will use the sUAS to inspect water towers.

C.2. DRONE

- C.2.1. The drone shall
 - C.2.1.1. Work with Zenmuse Gimbals / Cameras
 - C.2.1.2. Have Versatile Payload Configurations
 - C.2.1.3. Have Up to 13.5 lb. Maximum Takeoff Weight
 - C.2.1.4. Have Up to 38 Minutes of Flight Time
 - C.2.1.5. Operate in Harsh Environments
 - C.2.1.6. Be Based on the Inspire 2 Platform
 - C.2.1.7. Have Advanced Obstacle Sensing
 - C.2.1.8. Have 2-Axis Stabilized FPV Camera
 - C.2.1.9. Have the Takeoff Weight Maximum: 13.5 lb. / 6.14 kg
 - C.2.1.10. Have the Maximum Flight Altitude 8200' / 2500 m (above sea level)
 - C.2.1.11. Have the Maximum Flight Time 38 minutes (approx.) with TB55 batteries and no payload
 - C.2.1.12. Have the Maximum Tilt Angle P-mode: 35° (Forward Vision System enabled: 25°), A-mode: 35°, and S-mode: 35°
 - C.2.1.13. Have the Maximum Ascent Speed 16.4 ft./s (5 m/s)
 - C.2.1.14. Have the Maximum Descent Speed 9.8 m/s (3 m/s)
 - C.2.1.15. Have the Maximum Speed P Mode: 37 mph (61 km/h), S Mode: 51.6 mph (83 km/h), and A Mode: 51.6 mph (83 km/h)
 - C.2.1.16. Have the Hovering Accuracy (GPS Mode) Vertical: $\pm 1.64'$ / 0.5 m ($\pm 0.33'$ / 0.1 m, with Downward Vision System enabled)
 - C.2.1.17. Have the Horizontal: $\pm 4.92'$ / 1.5 m ($\pm 0.98'$ / 0.3 m, with Downward Vision System enabled)
 - C.2.1.18. Have the Operating Temperature -4 to 113°F / -20 to 45°C
 - C.2.1.19. Have the Dimensions Folded: 28.2 x 8.7 x 9.3" / 71.6 x 22 x 23.6 cm
 - C.2.1.20. Have the Unfolded: 34.9 x 34.6 x 14.9" / 88.7 x 88 x 37.8 cm
 - C.2.1.21. Have the Weight with TB50 Batteries: 8.4 lb. / 3.8 kg
 - C.2.1.22. Have the With TB55 Batteries: 10 lb. / 4.6 kg
 - C.2.1.23. Have the Remote Control Transmitter include
 - C.2.1.24. Have the four (4) propeller pairs – quantity of four (f) each
 - C.2.1.25. Have the TB50 Intelligent Flight Batteries – quantity of two (2) each
 - C.2.1.26. Have the Battery Insulation Stickers – quantity of four (4) each
 - C.2.1.27. Have the Battery charger
 - C.2.1.28. Have the charging hub
 - C.2.1.29. Have the Power Cable
 - C.2.1.30. Have the USB Cable
 - C.2.1.31. Have the microSD Card
 - C.2.1.32. Have the vision system calibration plate
 - C.2.1.33. Have the Gimbal Dampers – quantity of three (3)
 - C.2.1.34. Have the propeller mounting plates
 - C.2.1.35. Have the Carrying case.

- C.2.2. The Downward Vision System shall
 - C.2.2.1 Have the Velocity Range < 32.8 ft./s (10 m/s) at height of 6.56' / 2 m
 - C.2.2.2. Have the Altitude Range < 32.8 feet / 10 m
 - C.2.2.3. Have the Operating Range < 32.8 feet / 10 m
 - C.2.2.4. Have the Operating Environment Surfaces with clear patterns and adequate lighting (>15 lux)
- C.2.3. The Upward Infrared Sensor shall
 - C.2.3.1. Have the Obstacle Sensory Range 0-16.4' / 0-5 m
 - C.2.3.2. Have the Field of View $\pm 5^\circ$
 - C.2.3.3 Have the Operating Environment Large-sized object with diffuse reflecting surface or high reflective rate (>10%)
- C.2.4. The Forward Vision System shall
 - C.2.4.1. Have the Obstacle Sensory Range 2.3-98.4' / 0.7-30 m
 - C.2.4.2. Have the Field of View Horizontal: 60°
 - C.2.4.3. Have the Vertical: 54°
 - C.2.4.4. Have the Operating Environment Surfaces with clear patterns and adequate lighting (>15 lux)
- C.2.5. The Transmitter shall
 - C.2.5.1. Have the Operating Frequency 2.400-2.483 GHz, 5.725-5.850 GHz
 - C.2.5.2. Have the Maximum Transmission Distance 2.4 GHz: 4.3 mi / 7 km
 - C.2.5.3. Have the 5.8 GHz: 4.3 mi / 7 km
 - C.2.5.4. Have the EIRP 2.4 GHz: 26 dBm
 - C.2.5.5. Have the 5.8 GHz: 28 dBm
 - C.2.5.6. Battery Type: Built-in
 - C.2.5.7. Have the Chemistry: Lithium-ion polymer (LiPo)
 - C.2.5.8. Have the Capacity: 6000 mAh
 - C.2.5.9. Have the Configuration: 2S
 - C.2.5.10. Have the Output Power 9 W
 - C.2.5.11. Have the Android: 5.2 VDC, 1.5 A (maximum)
 - C.2.5.12. Have the Operating Temperature -4 to 113°F / -20 to 45°C
- C.2.6. The Packaging Info shall be
 - C.2.6.1. Package Weight 34.4 lb.
 - C.2.6.2 Box Dimensions (LxWxH) 34.5 x 20.0 x 14.0"
- C.2.7. The drone shall meet or exceed the DJI Matrice 210 Professional Quadcopter Manufacture's Product Number CP.HY.000049 or approved equivalent.

C.3. BATTERIES

- C.3.1. Intelligent Flight Battery for Inspire 2 Quadcopter / Ronin 2 Gimbal shall:
 - C.3.1.1. Have The Replacement Battery for Inspire 2 Quad
 - C.3.1.2. Have The Compatible with Ronin 2 Gimbal
 - C.3.1.3. Have The 4280mAh Capacity
 - C.3.1.4. Yield up to 27 Minutes of Flight Time
 - C.3.1.5. Have The Capacity 4280 mAh
 - C.3.1.6. Have The Voltage 22.8 V
 - C.3.1.7. Have the Chemistry Lithium-ion polymer (LiPo) Series 6S
 - C.3.1.8. Have The Energy 97.58 Wh
 - C.3.1.9. Have The Charging Temperature 41 to 104°F (5 to 40°C)
 - C.3.1.10. Have The Operating Temperature 14 to 104°F (-10 to 40°C)

- C.3.1.11. Have The Maximum Charging Power 180 W
- C.3.1.12. Have The Weight 515 g (18.2 oz)
- C.3.2. Packaging Info
 - C.3.2.1. Package Weight 1.4 lb
 - C.3.2.2. Box Dimensions (LxWxH) 5.8 x 4.5 x 2.6"
- C.3.3. The Intelligent Flight Battery for Inspire 2 Quadcopter / Ronin 2 Gimbal shall meet or exceed DJI TB50 Intelligent Flight Battery for Inspire 2 Quadcopter / Ronin 2 Gimbal Manufacture's Product Number CP.BX.000202 or approved equivalent.

C.4. ACCESSORIES

- C.4.1. The accessories shall
 - C.4.1.1. Cameras for Matrice-Series Aircrafts
 - C.4.1.1.1. The Cameras for Matrice-Series Aircrafts must meet or exceed the DJI Zenmuse 30 Camera for Matrice-Series Aircrafts Manufacture's Product Number CP.ZM.000506 or approved equivalent
 - C.4.1.2. Radiometry Temperature Cameras
 - C.4.1.2.1. The Radiometry Temperature Cameras must meet or exceed the DJI Radiometry Temperature Camera for Zenmuse XT Gimbal (640 x 512 Resolution, 30 Hz, 19mm) Manufacture's Product Number CP.ZM.000395 or approved equivalent.
 - C.4.1.3. Gimbal Adapter
 - C.4.1.3.1. The Radiometry Temperature Camera must meet or exceed DJI Zenmuse XT Gimbal Adapter for Matrice 200 Series Drone Manufacture's Product Number CP.HY.000094 or approved equivalent
 - C.4.1.4. Dual Downward Gimbal connectors
 - C.4.1.4.1. The Dual Downward Gimbal connectors must meet or exceed DJI Dual Downward Gimbal Connector for Matrice 200 Quadcopter Manufacture's Product Number CP.HY.000080 or approved equivalent

D. EVALUATION

D.1. INTENT TO AWARD: It is the intent of DEQ to award to the supplier who has the lowest and best. Award of this contract may be to one or more suppliers, as is in the best interest of the State. The State reserves the right to request demonstrations and question clarifications from any or all responding Suppliers. The State reserves the right to accept or reject any or all proposals or any portion thereof. The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Suppliers. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Supplier(s) shall put such clarifications in writing. See The Terms and Conditions in Section A. General Provisions A. 2., A. 3. and A. 4.

E. INSTRUCTIONS TO BIDDER

- E.1. Please read all specifications and terms and conditions before starting the bid.
- E.2. All questions concerning this bid shall be directed to the contracting officer in writing.
- E.3. All questions shall be submitted by _____ at _____ PM CST. Questions received after that day and time shall not be answered.
- E.4. All questions shall be answered by amendment and sent to all bidding Suppliers.
- E.5. All questions shall be emailed or faxed to:
 - E.5.1. OMES Buyer:
 - E.5.2. Email:

F. CHECKLIST

- F.1. BID DELIVERABLES
 - F.1.1. Supplier shall return all the following requirements.
 - F.1.1.1. Responding Bidder Information
 - F.1.1.2. Certification for Competitive Bid and/or Contract
 - F.1.1.3. Solicitation Page(s)
 - F.1.1.4. Attachment(s)
 - F.1.1.5. Insurance
 - F.1.1.6. Substitution documentation(if applicable)
 - F.1.1.7. Amendment(s) (if applicable)

F.1.1.8. Failure to submit all bid deliverables will result in a non-responsive bid.

G. ATTACHMENTS

- G.1. Attachment A: Validation of Specifications and Quantity Schedule
- G.2. Attachment B: Pricing and Early Pay Discount
- G.3. Attachment C: Added Value

H. PRICE AND COST

PRICING: Bids must include all shipping, specialized shipping charges including hazmat charges if applicable. Initial set-up cost and fees must be provided in the proposed bid price for the Initial award year, if applicable. Fees and cost not provided on the Pricing Form will not be allowed to be billed. Travel/expenses: Travel and delivery charges at the expense of the Contractor and shall be Included In the proposed by the Contractor, if applicable. The prices bid must be all-inclusive and additional items will not be allowed to be billed separately.

Attachment A: Validation of Specifications and Quantity Schedule

Validation of Specifications

Specification Section	Description	Brand Bid	Make Bid	Model Bid	Meets or Exceeds Requested Brand/Make/Model	If yes, please justify the reason for meets or exceeds
C.2	Drone				Yes No	
C.3	Battery				Yes No	
C.4.1.1	Camera				Yes No	
C.4.1.2.	Radiometry Temperature Camera				Yes No	
C.4.1.3.	Gimbal Adapter				Yes No	
C.4.1.4.	Dual Downward Gimbal Connector				Yes No	

Quantity Schedule

Specification Section	Description	Quantity
C.2	Drone	2
C.3	Battery	4
C.4.1.1	Camera	2
C.4.1.2.	Radiometry Temperature Camera	2
C.4.1.3.	Gimbal Adapter	2
C.4.1.4.	Dual Downward Gimbal Connector	2

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

Attachment B Pricing and Early Payment Discounts

Pricing

Specification Section	Description	Unit Price	Quantity Requested	Extended Price
C.2	Drone			
C.3	Battery			
C.4.1.1	Camera			
C.4.1.2.	Radiometry Temperature Camera			
C.4.1.3.	Gimbal Adapter			
C.4.1.4.	Dual Downward Gimbal Connector			
Total Bid Price				

Early Pay Discount

Discount Offered/Terms	Pay Term
	Net 10
	Net 15
	Net 20
	Net 25
	Net 30

Additional

Notes: _____

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

Attachment C: Added Value

Please give a statement about the services and/or additional certifications and training that you provide and what you can provide as an added value for DEQ.

EXTENDED WARRANTIES

Do you provide Extended Warranties? Yes No

Please describe the Extended Warranty	
What is the Cost of the Extended Warranty?	
Additional Notes on Extended Warranties	

MAINTENANCE AND SERVICE DEPARTMENT OR PROGRAM

Do you provide maintenance and service department or program? Yes No

Please describe the maintenance and service department or program	
What is the Cost of the maintenance and service department or program?	
Additional Notes maintenance and service department or program	

EPGS PRODUCTS

Do you uses of EPGS products in production, packaging, and any other means? Yes No

Please describe the use of EPGS products	
Additional Notes maintenance and service department or program	

Please provide any other additional added values that you may provide below

