



# OKLAHOMA Environmental Quality

## Agency Terms and Conditions

All State contractors, subcontractors, agency personnel, and any individuals or entities acting on behalf of the agency are required to comply with the terms and conditions outlined herein. These provisions govern the conduct, responsibilities, and obligations associated with any contractual engagement with the State of Oklahoma. In addition to the specific terms detailed below, all parties must adhere to the [State of Oklahoma's General Terms and Conditions](#) available on the official state website, as well as applicable [Federal Terms and Conditions](#) found on our agency's website. Compliance with these standards is mandatory and ensures consistency, accountability, and legal integrity across all operations and agreements.



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### Section 1: Definitions

For the purposes of these Terms and Conditions, the terms listed below shall be interpreted as defined herein, except where the context dictates a different meaning.

**Addendum:** A written amendment or clarification to a Contract Document, formally executed by both the Supplier and the State.

**Consultant:** Refers to professionals such as architects, engineers, and other recognized experts who may be required for the planning and development of a construction project, as defined in [61 O.S. §61](#).

**Construction:** Encompasses the activities involved in planning, acquiring, designing, building, equipping, altering, repairing, improving, maintaining, or demolishing any structure or related facility, including utilities and other enhancements to real property.

**Contractor, Customer, Supplier, or Vendor:** An individual or business entity engaged in or seeking to engage in the sale of goods or services to state agencies.

**Customer Data:** All data provided by or on behalf of the Customer in relation to the Contract, excluding any confidential information belonging to the Vendor.

**Data Breach:** Unauthorized access, use, disclosure, or theft of Customer Data by an individual or entity not authorized to do so.

**Environmentally Preferable Goods and Services (EPGS):** Products or services that demonstrate a reduced environmental impact over their lifecycle compared to alternatives serving the same function. Such goods may feature attributes including, but not limited to: minimal packaging, ease of reuse or recycling, reduced greenhouse gas emissions, improved energy and water efficiency, use of renewable or alternative energy sources, reduced waste generation, and lower exposure to toxic or hazardous substances.

**Mandatory And Non-Mandatory Terms:** The terms “shall”, “must”, “will”, or “is required” herein refer to a mandatory term. Failure to meet any mandatory term will result in noncompliance. The terms “can”, “may”, or “should” herein refer to a desirable item preferred by DEQ but will not result in noncompliance.

**Non-Public Data:** Shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

**Oklahoma Department of Environmental Quality (DEQ):** Referred to herein as “the Agency,” the Oklahoma Department of Environmental Quality (DEQ) is structured to fulfill its statutory responsibilities as outlined in its enabling legislation. The Agency is comprised of the Office of the Executive Director, the Administrative Services Division, and five technical divisions, each tasked with overseeing specific environmental program areas.

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**Office of the Executive Director (OED):** This office includes the Office of General Counsel (OGC), the Office of Continuous Improvement (OCI), the Office of Grants and Funding Resources (OGF), the Office of Communications and Education (OCE), and the Office of Public Outreach (OPO). It is responsible for agency-wide management decisions, final departmental policies, issuance of major permits and enforcement orders, and governmental relations. OGC provides legal counsel to DEQ staff on matters involving laws, regulations, court rulings, and enforcement actions. OCE and OPO oversee customer assistance programs, media relations, social media engagement, and public education initiatives.

**Administrative Services Division (ASD):** This division handles the Agency's internal support functions, including financial management, contracting and acquisitions, human resources, employee training, central records maintenance, and facility operations.

**Technical Divisions (TDs):** DEQ is organized into five specialized technical divisions, each tasked with overseeing distinct environmental programs and regulatory responsibilities. The TDs are:

**Air Quality Division (AQD):** Implements both state and federal Clean Air Acts by establishing requirements and strategies to reduce emissions and improve air quality. Key responsibilities include compliance monitoring, enforcement, emissions inventory, quality assurance, ambient air monitoring, data analysis, and permitting.

**Environmental Complaints and Local Services Division (ECLS):** Serves as the primary point of contact for environmental complaints from Oklahoma residents, operating through 24 field offices and a 24/7 hot line. ECLS responds to environmental emergencies—including hazardous material spills and natural disasters—and conducts inspections of private wells, soil profiles, and individual sewage disposal systems. The division also licenses and regulates septic tank installers and cleaners, and performs multi-media inspections of facilities statewide, including those with water supply, water pollution, and air quality permits.

**Land Protection Division (LPD):** Regulates hazardous and solid waste treatment, storage, and disposal facilities. LPD also manages radioactive materials, oversees land restoration efforts to ensure safety and usability, and coordinates environmental education initiatives within the agency.

**State Environmental Laboratory Services Division (SELS):** Provides analytical laboratory services to DEQ programs, other state agencies, and public water supply systems across Oklahoma. SELS operates organic and inorganic chemistry labs and manages the Laboratory Accreditation Unit, which oversees accreditation for both in-state and out-of-state environmental laboratories.

**Water Quality Division (WQD):** Administers programs under the state and federal Clean Water Acts, focusing on reducing water pollution and enhancing water quality. WQD oversees water supply systems, source water protection, sludge disposal, and municipal and industrial pollution control. Activities include plan reviews, permitting, compliance tracking, enforcement, water quality planning, training and certification, complaint resolution, and regulation of municipal water and wastewater operations.

**Personal Data:** Refers to Customer Data that includes: Any combination of personally identifiable information such as an individual's name, Social Security number, driver's license number, state or federal identification number, account number, or credit/debit card number; and/or Electronic protected health information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended.

**Provide:** Indicates that all necessary coordination, materials, and associated components for an item must be furnished and accounted for in the bid price.

**Security Incident:** Means the attempted or successful unauthorized access, use, disclosure, or modification of information, or interference with the hosted environment used to perform the services.

### Section 2: Reference Websites

The following websites are provided for informational and reference purposes only. While we aim to include reliable and reputable sources, we make no guarantees regarding the accuracy, completeness, or current relevance of the content found on these external sites. These resources may be updated, modified, or removed without prior notice. Users are advised to independently verify any information and consult official or primary sources when making decisions based on the materials referenced.

- a. [Oklahoma Department of Environmental Quality \(DEQ\)](#)
- b. [Oklahoma Office of Management and Enterprise Services \(OMES\)](#)
- c. [United States Environmental Protection Agency \(EPA\)](#)
- d. [Americans with Disabilities Act \(ADA\)](#)
- e. [United States Department of Labor](#)
- f. [Oklahoma Department of Labor](#)

### Section 3: General Provisions

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Oklahoma, as well as any applicable federal laws and regulations of the United States. By accessing or using this site, users agree to comply with all relevant local, state, and federal provisions. In the event of any conflict between these Terms and applicable law, the latter shall prevail. Enforcement of these Terms will be carried out to the fullest extent permitted by law, and any disputes arising under these Terms shall be subject to the jurisdiction of the appropriate courts within the State of Oklahoma.

**Executed Contract and Commencement of Work:** Work may commence only after the Supplier has received a fully executed Purchase Order from the Agency. This document confirms the contractual agreement and encumbers the associated project costs. All contracts shall be fixed-price. Under no circumstances shall the Supplier begin work prior to receiving the executed Purchase Order. Any work initiated beforehand will be deemed an Unauthorized Obligation, and the Agency will not assume financial responsibility for such actions.

**Alternate Payment Authorization:** In cases where a State Purchase Order is not used, written authorization to proceed must be obtained from the Agency, along with credit card payment information. No purchases shall be made without one of these forms of authorization. Commencing work before receipt of this document shall be considered an Unauthorized Obligation, for which the Agency shall bear no financial responsibility.

**Procurement Ethics:** Standard of Conduct Procurement activities are governed by the Oklahoma Central Purchasing Act, State Ethics Commission rules, and other applicable state laws. These regulations impose strict standards, prohibitions, and penalties to ensure ethical conduct. Transactions involving public funds demand the highest level of integrity and public trust. One-Year Restriction on Certain Contracts Unless otherwise authorized by law, a state agency may not enter into a sole source contract, professional services contract, or any agreement for services with a person who has resigned from or been terminated by that agency within the past one (1) year. [\[Reference: 74 O.S. §85.42\(A\)\]](#) An exception is made for contracts with qualified interpreters for the deaf, who may be engaged at any time. [\[Reference: 74 O.S. §85.42\(D\)\]](#)

**Publicity:** The issuance of a contract, purchase order, or any related documentation to the Supplier shall not be construed as an endorsement by the State of the Supplier or its products. The Supplier shall not reference such documentation in any advertising or publicity materials in a manner that implies endorsement by the State. The Supplier agrees to submit all advertising, promotional content, and publicity materials related to

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this contract—where the State’s name is mentioned or where language may imply a connection or endorsement—to the State for review. No such materials, including informational pamphlets, notices, press releases, research reports, or similar public communications, may be published or distributed without prior written approval from the State. All publicity matters must be coordinated through the Office of Communication and Education.

**Energy Conservation:** The State of Oklahoma actively supports energy conservation and encourages Suppliers to include details in their proposals that demonstrate potential energy-saving measures.

**Environmental Conservation:** In alignment with Oklahoma’s dedication to environmental stewardship, the State invites Suppliers to share initiatives that promote environmental protection and sustainability. Suppliers are expected to use EPGS-certified products whenever available. If such products are not utilized, a written explanation must be provided detailing the reason for their exclusion.

**Oral Agreement:** No verbal statements made by any individual shall modify, override, or influence the terms, conditions, or specifications of this Contract. All changes must be formally documented and approved in writing by the Oklahoma Department of Environmental Quality (DEQ), with the signature of the Chief Administrative Officer.

**Cone of Silence:** restricts communication regarding a specific Request for Information (RFI), Request for Proposal (RFP), Request for Qualification (RFQ), Solicitation, or Bid. Once a solicitation is published, any attempt to influence the procurement process is strictly prohibited between: Potential vendors, service providers, bidders, or consultants and DEQ employees or Potential vendors, service providers, bidders, consultants and members of the Board, Executive Directors, their staff, or selection committee members . Permitted Exceptions Includes: Verbal communication with the Chief Procurement Officer, Certified Procurement Officers, or Purchasing Agents, limited to procedural or process-related matters as outlined in the solicitation; Verbal exchanges during proposal or pre-bid conferences; Presentations before selection committees; Contract negotiations held during publicly noticed meetings; Public presentations to Executive Directors or Board members during publicly noticed meetings; or Written communications at any time, unless explicitly restricted by the solicitation documents.

Violations of the Cone of Silence may render a proposer’s or bidder’s submission voidable. Any individual who becomes aware of a violation is obligated to report it to the Agency’s General Counsel and Chief Procurement Officer. These restrictions apply universally to all potential vendors, service providers, bidders, consultants, DEQ employees, Board members, Executive Directors, their staff, and selection committee members.

**Funding Contingency:** Due to potential fluctuations in State or Federal appropriations, DEQ cannot guarantee ongoing funding for this contract. Should funding be reduced or discontinued, DEQ reserves the right to terminate the contract or adjust compensation with written notice to the Supplier. DEQ retains sole discretion in determining the availability of funds. In the event of non-appropriation or funding termination, the Supplier will be compensated for all products and/or services delivered up to the effective termination date.

**Confidentiality:** The Contractor acknowledges that the Oklahoma Department of Environmental Quality (“DEQ”) possesses proprietary information, including but not limited to business models, technical data, and other sensitive materials (“Information”), which is protected by statute or deemed a valuable and unique asset requiring confidentiality.

The Contractor, including its employees, agents, and subcontractors, shall not, without prior written consent

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from the DEQ Executive Director, disclose, communicate, or use such Information for any purpose other than performance under this Agreement. All parties shall treat such Information as strictly confidential and shall implement appropriate safeguards to prevent unauthorized disclosure. Any breach of this provision shall constitute a material violation of this Agreement. The confidentiality obligations herein shall survive the termination or expiration of the Agreement.

**Extension of Services:** In the event of delays in awarding contracts for recurring or continuing services due to circumstances beyond DEQ's control, DEQ reserves the right to require continued performance of services under the same terms, conditions, and rates specified in the original contract. This extension may be exercised more than once, but shall not exceed a cumulative period of six (6) months. DEQ shall provide written notice to the Contractor to exercise this option. Preliminary notice shall not constitute a commitment to extend. All provisions of the original contract and any amendments shall remain in full force and effect during any extension period.

**Successors and Assigns:** Both DEQ and the Contractor bind themselves, their partners, successors, assigns, and legal representatives to the terms of this Agreement. The Contractor shall not assign, subcontract, or otherwise transfer its interest in this Agreement without the prior written consent of DEQ.

**Travel and Miscellaneous Expenses:** All travel expenses incurred by the Contractor, including attendance at monthly planning meetings held in Oklahoma City, Tulsa, Norman, or other designated locations, shall be borne solely by the Contractor. The contract price shall include all delivery and, where applicable, mailing charges. Reimbursement for emergency courier or express delivery services shall be permitted only when requested by authorized DEQ personnel and supported by itemized receipts. DEQ shall not reimburse standard overhead expenses. Food and beverage costs associated with conferences shall be covered by registration fees and sponsorship revenue.

**Notices:** All notices, approvals, or requests required or permitted under these terms and conditions shall be in writing, shall reference the contract specifically, and shall be deemed delivered upon receipt or refusal by the intended recipient. Notices related to confidentiality, breach, or termination shall not be delivered solely via email. Notices shall be sent to the following address:

**Primary Notice Recipient:**  
Oklahoma Department of Environmental Quality  
Attn: Chief Procurement Officer  
P.O. Box 1677 Oklahoma City, OK 73101-1677

**Copy (not constituting notice):**  
Oklahoma Department of Environmental Quality  
Attn: Assistant Division Director  
P.O. Box 1677  
Oklahoma City, OK 73101-1677

**Conflict-of-Interest and Future Solicitation Restriction Clause:** By accepting this Purchase Order, the Supplier acknowledges and agrees that it has provided services that fall within the scope of Title [74 O.S. §85](#). Accordingly, the Supplier shall be ineligible to submit a bid, proposal, or response for any future solicitation issued by the Agency, or by the Office of Management and Enterprise Services (OMES) on the Agency's behalf, for the same or related services for which the Supplier assisted in preparing the solicitation, developing specifications, or providing consulting services that influenced the procurement. This restriction is mandatory under the Oklahoma Central Purchasing Act and applies to prevent any conflict of interest or unfair competitive advantage.

### Section 4: Federal Compliance Provisions

Audit Requirements for Federal Funds: Any organization that expends five hundred thousand dollars (\$500,000.00) or more in federal funds from all sources within a fiscal year shall conduct a certified independent audit in accordance with the provisions of [OMB Circular A-133](#), titled "Audits of States, Local Governments, and Non-Profit Organizations," pursuant to the [United States 31 USC Ch. 75:Requirements for Single Audits](#)(31 U.S.C. §7501 et seq.), as amended.

**Equal Opportunity and Non-Discrimination:** The Contractor shall comply with all applicable federal laws and regulations regarding non-discrimination and equal opportunity, including but not limited to:

- a. [Presidential Executive Order 11246, as amended](#)
- b. [The Civil Rights Act of 1964, as amended](#)
- c. [Section 504 of the Rehabilitation Act of 1973, as amended](#)
- d. [The Americans with Disabilities Act of 1990, as amended](#)
- e. [Title IX of the Education Amendments of 1972, as amended](#)
- f. [The Age Discrimination in Employment Act, as amended](#)

The Contractor shall ensure equal opportunity in employment and service delivery, without regard to race, color, religion, sex, national origin, age, or disability. Compliance with all amendments and implementation of regulations of the above statutes is mandatory.

**Lobbying Activities:** The Contractor certifies that: No federal appropriated funds have been or will be paid, by or on behalf of the Contractor, to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of Congress in connection with the awarding, extension, renewal, amendment, or modification of any federal grant or cooperative agreement. If any non-federal funds have been or will be used for such lobbying activities, the Contractor shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.

**Debarment, Suspension, and Other Responsibility Matters:** In accordance with [Presidential Executive Order 12549](#), the Contractor certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs.

**Compliance with State and Federal Laws:** The Contractor shall comply with all applicable state and federal laws, rules, and regulations relevant to the performance of this Agreement. Such compliance shall be the sole responsibility of the Contractor and shall not be contingent upon direction or guidance from DEQ.

### Section 5: Personnel Requirements

This section defines the Staffing Obligations and Conduct Requirements.

**Staffing Obligations:** The Contractor is responsible for providing all personnel necessary to fulfill the requirements of this contract. All individuals employed must be qualified and capable of performing assigned duties using current tools, techniques, and methodologies.

**Employment Status:** This contract does not establish an employer-employee relationship between the Contractor's personnel and the State of Oklahoma or the procuring agency. Individuals performing services under this agreement are not considered state employees and are therefore not entitled to any benefits or rights afforded by state personnel. This clause does not apply to other state agencies.

**Key Personnel and Subcontractor Changes:** The Contractor must assign experienced and dedicated personnel and subcontractors to ensure successful completion of contract work. Once assigned, key personnel and subcontractors may not be removed or replaced without prior written notification to the Oklahoma Department of Environmental Quality (DEQ). If any key personnel or subcontractors are unavailable for more than thirty (30) consecutive calendar days, or are expected to significantly reduce their

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involvement, the Contractor must promptly inform DEQ and, with DEQ's approval, provide replacements with comparable qualifications and capabilities.

**Conduct on Government Property:** While working on DEQ premises, the Contractor, its employees, and subcontractors must adhere to the following standards:

- a. Maintain a neat, clean, and professional appearance at all times.
- b. Wear visible identification while on DEQ property during regular business hours. Personnel must carry valid photo identification and a driver's license or other legally recognized state or federal ID.
- c. Ensure adequate staffing for each shift. If personnel are absent, the Contractor must provide replacements and supply DEQ with contact information for authorized representatives who can arrange substitutes. DEQ must be able to reach a qualified representative within 30 minutes and should not need to call more than three numbers to do so.
- d. All personnel must be at least 18 years of age.
- e. To promote workplace safety, all personnel must have no history of violent offenses and must not be on probation for any criminal offense. If an employee is convicted of a violent crime or placed on probation, the Contractor must immediately notify DEQ and remove the individual from DEQ duties.
- f. Possession of firearms or weapons on DEQ property is strictly prohibited, regardless of licensing status.
- g. DEQ reserves the right to request the removal of any Contractor personnel who pose a threat to safety, exhibit inappropriate or disruptive behavior, or whose continued presence is deemed contrary to DEQ's interests.
- h. Contractor and its personnel are strictly prohibited from smoking or vaping while performing duties. In accordance with state law, tobacco use is not permitted in, on, or within 25 yards of any state- owned property.
- i. If breaks or lunch periods are permitted during work hours, eating is only allowed in designated areas approved by DEQ.

Contractor and its personnel must not possess or consume controlled substances or intoxicating beverages while on duty. All interactions with DEQ employees and visitors must be conducted in a friendly, courteous, and professional manner. The use of profanity is strictly prohibited.

### Section 6: Subcontracting Requirements

This section defines Subcontracting and Subcontracting Requirements.

**Prior Approval Required:** The Contractor shall not subcontract any portion of the services specified in this Agreement without obtaining prior written authorization from the Department of Environmental Quality (DEQ).

**Right of Rejection:** DEQ retains the sole discretion to approve or reject any proposed subcontractor. In the event of rejection, the Contractor shall promptly propose an alternative subcontractor for consideration.

**Incorporation of Contract Terms:** All subcontract agreements must incorporate the terms and conditions of this Agreement, along with any additional provisions as required by DEQ.

**Contractor Accountability:** Approval of a subcontractor by DEQ does not relieve the Contractor of any obligations or liabilities under this Agreement. The Contractor remains fully responsible for the performance of all subcontracted services.

**Submission of Executed Agreements:** The Contractor shall provide DEQ with copies of all executed subcontract agreements within five (5) business days of execution.

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**Ancillary Agreements:** Any ancillary agreements, including but not limited to licenses, maintenance contracts, or third-party service arrangements, anticipated as part of this engagement must be submitted to DEQ for review and approval. DEQ reserves the right to determine whether such agreements shall be incorporated into the final contract.

### Section 7: Building Access Protocol

This section defines Building Access and Protocol.

**Escort Requirement:** All contractor personnel shall be escorted by DEQ staff while inside the building.  
**Access Authorization:** Upon DEQ approval, the contractor may be issued building keys and access cards. If access is granted, the contractor must maintain an up-to-date list of employees who have been issued keys and access cards. This list must include each employee's job title and telephone number. Keys and access cards may only be checked out to the contractor's engineers and maintenance personnel assigned to DEQ.

### Section 8: Invoicing And Payment

This section defines Invoicing and Payment Requirements.

**Tax Exemption:** All acquisitions made by the State of Oklahoma are exempt from state sales tax and federal excise tax. This exemption applies solely to purchases made directly by the State and is not transferable to suppliers, subcontractors, or any third parties performing work on behalf of the State. Vendors and their affiliates shall remain responsible for any applicable taxes incurred during the performance of this contract.

**Payment Terms:** In accordance with 74 O.S. §85.44(B), payment shall be made in arrears following the delivery of goods or completion of services. Standard payment terms are net forty-five (45) days from the date of receipt and acceptance of a proper invoice. Interest on late payments shall be governed by 62O.S. §34.72, unless otherwise modified by an executed Early Payment Discount Amendment.

**Invoicing:** Invoices may be submitted upon completion of services. The Contractor shall submit milestone based, monthly or single payment invoices for costs incurred in accordance with the Contract and/or associated purchase orders. Variations shall not be accepted. No payments shall be made until services are both rendered, verified, and accepted by the Agency. Invoices must include the purchase order number, a description of goods or services provided, dates of delivery or service, and the Contractor's Federal Employer Identification Number (FEIN). Failure to comply could result in a rejection of an invoice and delay of payment without late payment terms, fees or interest.

**Early Payment Discount:** The Oklahoma Department of Environmental Quality (DEQ) may issue payment prior to the standard term if a discount is offered. Discount terms shall be considered during contract award evaluation and must provide a minimum discount period of ten (10) days, increasing in five (5) day increments up to thirty (30) days. The discount period shall commence on the date a proper invoice is received.

**Final Payment:** Final payment under these terms including any termination settlement or final invoice for goods or services, shall be issued only upon satisfactory completion of all contractual obligations and receipt of a release of claims executed by the Contractor. Unless otherwise stated herein or agreed upon by DEQ and the Office of Management and Enterprise Services (OMES), final payment shall not constitute a waiver of any claims held by the State of Oklahoma against the Contractor, its sureties, or any liability bonds

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associated with this Contract.

**Invoice Submission Requirements:** An invoice shall be considered proper when it is submitted to the designated recipient and accurately reflects goods or services that have been delivered and accepted by the Oklahoma Department of Environmental Quality (DEQ). All invoices must be directed to:

Oklahoma Department of Environmental Quality

Attn: Accounts Payable

P.O. Box 1677

Oklahoma City, OK 73101-1677

Or

Email: [AccountsPayable@deq.ok.gov](mailto:AccountsPayable@deq.ok.gov)

Failure to comply with these submission requirements may result in delayed processing and payment.

**Unauthorized Obligation:** The Contractor shall not commit the Oklahoma Department of Environmental Quality (DEQ) to payment for any goods or services that fall outside the scope of the awarded Contract. If additional goods or services are deemed necessary, the Contractor must immediately suspend work and obtain written authorization from the DEQ Contract Administrator before proceeding. Any work initiated without a fully executed Purchase Order or written approval from DEQ shall be considered an Unauthorized Obligation, and DEQ shall bear no financial responsibility for such work.

### Section 9: Supplier Delivery and Unloading

Suppliers are fully responsible for the delivery and unloading of goods, including those handled by third-party couriers or drop-off services. All labor, equipment, scheduling, and packaging removal must be managed by the supplier. The receiving party will not provide assistance, and delivery is only considered complete once goods are fully unloaded and placed in the designated area.

**Full Responsibility for Delivery and Unloading:** The supplier is solely responsible for ensuring that all goods are delivered and fully unloaded at the designated location, regardless of whether delivery is performed directly or through a third-party courier or drop-off service.

**Third-Party Couriers:** If the supplier uses a third-party courier or logistics provider, the supplier remains fully accountable for the performance, conduct, and compliance of that service, including unloading, scheduling, and any damage or delays.

**Drop-Off Services:** For deliveries made via drop-off services (e.g., parcel carriers, freight drop), the supplier must ensure that unloading is completed in accordance with site requirements. Delivery is not considered complete until goods are fully unloaded and placed in the designated area.

**No On-Site Assistance Provided:** The receiving party will not provide personnel, equipment, or support for unloading. The supplier or its designated courier must arrive prepared with all necessary resources.

**Scheduling and Access:** The supplier is responsible for coordinating delivery times and securing access to the unloading area. Missed windows or access issues are the supplier's responsibility.

**Packaging and Waste Removal:** In accordance with the terms of the contract, the supplier or its designated courier is responsible for removing all packaging materials and waste generated during the delivery and unloading process. This obligation specifically includes the removal of pallets and other bulk shipping components, but excludes standard shipping boxes and protective packaging used for individual items..



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**Damage and Liability:** The supplier assumes full liability for any damage to goods, property, or personnel during unloading, including actions taken by third-party couriers.

**Proof of Delivery:** A signed delivery receipt confirming successful unloading must be provided. If using a drop-off service, photographic evidence or electronic confirmation may be required.