



**OKLAHOMA**  
**Environmental**  
**Quality**

<b>Solicitation#:</b> Clean Vessel Act Grant FY25	
<b>DUE DATES AND TIME (CENTRAL STANDARD TIME):</b> <b>Questions:</b> 3:00 p.m. on September 25, 2024 <sup>1</sup> <b>Application Due:</b> 3:00 p.m. on October 2, 2024 <sup>2</sup>	
<b>CONTRACT TYPE: AGENCY ISSUED</b> <b>SOLICITATION TYPE: GRANT APPLICATION</b>	
<b>ATTACHMENTS</b> Cover Letter and Instructions Program History OMES Form CP 076 - Responding Bidder Information OMES Form CP 004 - Certification for Competitive Bid and/or Contract Clean Vessel Act Grant Application Exhibit A - Application Checklist Exhibit B - Legal Description Draft Reimbursement Contract and Oklahoma Statutes Exhibit C - U.S. Fish and Wildlife Service Grant Award Terms and Conditions Oklahoma Supplier Portal Registration Information	
<b>RETURN APPLICATION TO:</b>  <a href="mailto:Cheryl.Dirck@deq.ok.gov">Cheryl.Dirck@deq.ok.gov</a>	<b>CONTRACTING OFFICER:</b> <b>Name:</b> Cheryl Dirck <b>Email:</b> <a href="mailto:Cheryl.Dirck@deq.ok.gov">Cheryl.Dirck@deq.ok.gov</a> <b>Phone No.</b> 405-702-8179

<sup>1</sup> All questions must be submitted on or before deadline. All questions will be answered in the form of an amendment.

<sup>2</sup> Amendments may change the Bid Response Due Date. All questions will be answered by an amendment.



The Oklahoma Department of Environmental Quality is seeking applications for the Clean Vessel Act Grant Program (CVA). If you are interested in applying for the CVA, please read the following instructions before completing your application packet.

1. Please read the complete packet before starting the application process.
2. Please return all items listed on the Supplier's Checklist.
3. All terms and agreements cannot be changed and shall be followed while doing business with the State of Oklahoma.
4. All questions shall be submitted via email to Cheryl.Dirck@deq.ok.gov by 3:00 PM CST on the date of September 25, 2024.
5. No questions received after the date and time listed above shall be answered.
6. All questions will be answered in writing by an amendment to the application process.
7. All applications shall be returned via email to Cheryl.Dirck@deq.ok.gov by 3:00 PM CST on the date of October 2, 2024.
8. All applications received after the date and time above shall be deemed non-responsive and returned unopened.



## Program History:

The Oklahoma Clean Marina Program (CMP) is a voluntary program open to all public and private marinas in Oklahoma. It was developed to protect Oklahoma's precious water resources and wildlife habitat by promoting environmentally sound and economically feasible marina and boating best practices to reduce waste and prevent release of hazardous substances into Oklahoma's waterways.

Complete the following steps to be a Certified Clean Marina. Certifications are valid for three years.

1. Review the [Oklahoma Clean Marina Guidebook](#).
2. Complete the Oklahoma Clean Marina [Self-Assessment Guide](#) to identify areas for improvement.
3. Submit the self-assessment and [CMP Pledge](#) to DEQ.
4. Contact DEQ to schedule an on-site assistance visit.
5. Complete improvements to which you committed.
6. Contact DEQ for a final on-site assistance visit.
7. Be certified as an Oklahoma Clean Marina or Boatyard!

A key feature of the CMP is the Clean Vessel Act Grant Program (CVA). DEQ administers grants provided by the United States Fish and Wildlife Service through the Clean Vessel Act Grant Program, including the CMP. The grant award will reimburse eligible marinas up to 75% of the cost of construction, renovation, operation, and maintenance of pump-out stations and waste reception facilities for recreational boaters. The funds may also be used for educational programs to inform boaters of the importance of proper disposal of their sewage. The marina will cover the remaining 25% of the cost.

Funding is available to marinas (private, commercial, residential, and municipal) who have gas/service docks, fish houses/seafood dealers, and boat docking facilities.

Projects eligible to receive CVA grants include:

- Construction, renovation, planning and engineering for pump-out stations (including necessary piping to connect to the marina sewage system),
- Operation and maintenance of pump-out stations, and waste reception facilities for recreational boaters (including necessary modifications of existing on-site septic systems needed to handle the additional flow generated by the pump-out stations or damaged or destroyed pump-out and dump stations caused by weather)



- Educational programs to inform recreational boaters about pollution resulting from sewage discharge from vessels, and
- Activities associated with proper management of sewage from pump-out boats, floating restrooms, and other sewage-management activities on the marina.

The CVA grant program is established under the federal 1992 Clean Vessel Act to provide grants for pump-out stations and waste reception facilities so that raw sewage from marinas and recreational boaters is not discharged into waterways.



*“Certification for Competitive Bid and Contract” **MUST** be submitted along with the response to the Solicitation.*

**1. RE: Solicitation#** Clean Vessel Act Grant FY25

**2. Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

**3. Bidder Contact Information:**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

**4. Oklahoma Sales Tax Permit<sup>1</sup>:**

- YES – Permit #: \_\_\_\_\_
- NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

**5. Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: \_\_\_\_\_
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

**6. Workers’ Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers’ Compensation Act.

- YES – Include with the bid a certificate of insurance.
- NO – Exempt from the Workers’ Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>2</sup>

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>  
<sup>2</sup> For frequently asked questions concerning workers’ compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

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Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_



**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Department of Environmental Quality Agency Number: 29200

Solicitation or Purchase Order #: Clean Vessel Act Grant FY25

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

# Clean Vessel Act Grant Application



*All items MUST be filled in before submitting application – leave nothing blank.*

Marina name: \_\_\_\_\_

County: \_\_\_\_\_

Marina address: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact person address: \_\_\_\_\_

Contact person telephone number: \_\_\_\_\_

Contact person alternate telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Pump-out station**

**Pump-out boat**

**Floating Restrooms**

Location of pump-out station, boat or restrooms: \_\_\_\_\_

Make or Type of pump-out planned: \_\_\_\_\_

Pump-out waste will be discharge to: \_\_\_\_\_

Depth of water at pump-out site: \_\_\_\_\_

Pump-out facility available for use by the general public? Yes      No

## Grant Money Requested

Total cost of new project \$ \_\_\_\_\_

Federal funds requested (Maximum 75%) \$ \_\_\_\_\_

Matching funds (Minimum 25%) \$ \_\_\_\_\_

Type of matching funds: \_\_\_\_\_

*Construction may begin after the marina receives the executed reimbursement contract, executed purchase order, and notice to proceed contract from the Oklahoma Department of Environmental Quality.*



# Marina Description

Owner of marina: \_\_\_\_\_

Which use best describes this marina?  
\_\_\_\_\_

Which use best describes most customers?  
\_\_\_\_\_

Boat capacity and slips in the marina: \_\_\_\_\_

Percent of boats with mobile sanitary devices: \_\_\_\_\_

Number of boats by size: \_\_\_\_\_ = < 20 feet  
\_\_\_\_\_ = > 20 feet  
\_\_\_\_\_ = > 40 feet

Number of live-aboard boats: \_\_\_\_\_

Number of restrooms available on site: \_\_\_\_\_

On a busy weekend, what is the percentage of customers that overnight aboard their boat? \_\_\_\_\_

Name of water body at marina: \_\_\_\_\_

Distance from the dam to the proposed pump-out facility: \_\_\_\_\_

Lake water level change in feet: \_\_\_\_\_

Mean average fluctuation: \_\_\_\_\_

Elevations, feet above mean sea level:

Top of flood control pool: \_\_\_\_\_

Top of power pool if applicable: \_\_\_\_\_

Top of inactive pool: \_\_\_\_\_

Pump-out service currently available at this marina?      Yes      No

Are there other pump-out services within two miles of this marina?      Yes      No

If the closest pump-out station is more than two miles, what is the distance in boating miles? \_\_\_\_\_

# Pump-Out Operation and Maintenance

Who will operate the pump-out? \_\_\_\_\_

Normal pump-out service availability:

Months	Days of Week	Hours of Operation
May through September		
October through April		

Accessible to all recreational vessels:            Yes            No

Pump-out fee charged (maximum allowed is \$5.00 per boat):  
\_\_\_\_\_

How will pump-out be maintained?

Pump-out information sign:

Informational signs indicating the availability and location of the system is required to be installed on all docks and at the sanitary waste extraction slip location.

Informational brochure:

A brochure is required explaining the pump-out regulations as well as the environmental benefits of eliminating sewage from Oklahoma's lakes. The location of the marina pump-out station will be listed on the brochure. The brochure will be one color and will be placed in the mail of each marina dock customer.

# Project Justification

Written justification is required for project award.

*Please provide written justification in the space below:*

# Estimated Costs of Construction

**LEAVE NOTHING BLANK**

	Labor Cost	Material Cost	Total Cost	Federal funds requested (Maximum 75%)	Matching Funds (Minimum 25%)
Remote Pump-out Head and Controls					
Pump-out Vacuum Equipment					
Lift Station Equipment					
Ditching, Surface Repair, Asphalt, etc.					
Electrical Connections					
Dock Modifications to Accept Pump and Lift Station					
Project Management and Administrative Costs					
Signage and Brochures					
<b>TOTALS</b>					

**Round up to the nearest dollar. Do not put cents in the cost. Insert zeros for non-applicable boxes. Be sure all items are filled in before submitting application – LEAVE NOTHING BLANK.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date application submitted

*I hereby certify and attest that the information submitted in this application is true to the best of my knowledge, and is in agreement with the statement of funding between the listed marina and the Oklahoma Department of Environmental Quality.*





# EXHIBIT A - APPLICATION CHECK LIST

Please make sure that you have the following documents completed and returned to the Oklahoma Department of Environmental Quality by October 1, 2024. Failure to return all documents by the deadline could result in noncompliance and result in failure to award grant.

Please submit the following:

- OMES Form CP 076-Responding Bidder Information  
*Provide additional attachments, if applicable.*
- OMES Form CP 004 -Certification for Competitive Bid and/or Contract
- Clean Vessel Act Grant Application
- Exhibit A - Application Checklist
- Exhibit B - Legal Description
- Certification of Insurance
- Amendment(s) (if applicable)



## EXHIBIT B: LEGAL DESCRIPTION OF SITE

The legal description of the contractor's property is:

Legal Business Name:

Latitude\*:

Longitude\*:

Location Address:

Location County:

Additional Information:

***\* Use decimals, not degrees, minutes and seconds for longitude and latitude.***

# REIMBURSEMENT CONTRACT

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This Contract made for the provision of reimbursement of materials and/or equipment for **Fiscal Year # Clean Vessel Act** for **Contractors Legal Name & Project # if needed** by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as “Department” and/or “DEQ” and **Contractors Legal Name & Project # if needed** hereinafter referred to as “Contractor”. In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; therefore, in consideration of the foregoing and the mutual Contracts set forth, **Contractors Legal Name & Project # if needed** and Department agree as follows:

## I. STATUTORY AUTHORITY

- i. This contract is authorized pursuant to and in accordance with the provisions of **27A O.S. § 1-3-101** and **27A O.S. § 2-10-202**.
- ii. DEQ has been granted authority by the Office of the Secretary of Energy and Environment for the State of Oklahoma to receive and disperse certain federal reimbursement funds to approved Contractors that have complied with the application terms and conditions as mandated by the Clean Vessel Act program of 1992 (“CVA”), a federally funded reimbursement program promulgated by the United States Department of Interior, Fish and Wildlife Services (“USFWS”).
- iii. Pursuant to an agreement letter between USFWS and the DEQ dated **Date Issued USFWS Award Letter**, the USFWS has authorized DEQ to reimburse certain costs incurred by approved Contractors located in the State of Oklahoma that have completed the project in good faith, pursuant to the provisions of this Agreement, and DEQ has approved the project, and the contractor is in good standing pursuant to all rules and regulations.
- iv. DEQ hereby agrees to reimburse the Contractor for approved expenses related **Fiscal Year # Clean Vessel Act** for **Contractors Legal Name & Project # if needed**, as agreed by both parties, for the CVA.

## II. DEFINITIONS AND ACRONYMS

- i. Change Order: The document that memorializes the specific additional Services an Agency has arranged with the Supplier.
- ii. Contract(ed) Items:
  - a. Products: Means all that is offered by the contractor Agreement through its sourcing.
    - i. Services: Means the services that the contractor is offering DEQ as part of this Agreement or an additional elected costs in accordance with this Agreement.

- iii. Days: (Not required to be capitalized) Unless otherwise specified in this Interagency Agreement, all references to days will be calendar days.
- iv. 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.
- v. Pricing: Means the price that the Contractor has agreed to provide the Contracted Items to DEQ as set forth and any subsequent amendment to this Interagency Agreement.
- vi. Working Hours: Monday – Friday 8:00 AM to 4:30 PM (Central Time).
- vii. After Hours: All hours outside of Working Hours.
- viii. Holidays: New Year’s Day, Martin L. King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

### III. LEGAL DESCRIPTION OF SITE

- i. The legal description of the contractor’s property is:
  - a. Legal Business Name: Contractors Legal Name & Project # if needed
  - b. Latitude: 36.539485 Longitude: -94.975283
  - c. Location Address: Address, City, State, Zip Code
  - d. Location County: County Name

### IV. REQUIREMENTS FOR REIMBURSEMENT:

- i. **PROJECT SPECIFIC:** Expenses that may be reimbursed include, but are not limited to, approved costs for construction and renovation of stationary and portable pump-out stations and dump stations; mobile pump-out vessels for Type III marine sanitation devices; floating restrooms; equipment used in maintaining pump-out and dump stations and floating restrooms; transportation of marine vessel sewage to sewage treatment plants, installation of bleed-in facilities at sewage treatment plants; engineering and design costs; and administrative costs.
- ii. Equipment means tangible, non-expendable, personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- iii. Records shall be maintained and accounts, including property, personnel and financial records, that properly document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found here if needed: <https://asc.fasb.org/>. Effective control and accountability are maintained for all funds, property and other assets.



- iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated with use.
- v. Contractor certifies that equipment proposed for administering this Contract is not already on hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must be used in the program or project for which it was acquired.
- vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least once every two years.
- vii. Contractor agrees contractor is responsible for maintenance and upkeep of the pump-out facility for a minimum of 10 years. Contractor may use, manage, and dispose of reimbursables purchased in accordance with State laws and procedures after the minimum ten (10) years.
- viii. Contractor is responsible for notifying the Service Project Officer, in writing, of any conflicts of interest that arise during the life of this award, including those reported to them by any subrecipient under the award. Conflicts of interest include:
  - a. Any relationship or matter that might place the recipient, including their employees and subcontractors, in a position of conflict, real or apparent, between their responsibilities under the award and any other outside interests.
  - b. Conflicts of interest include direct or indirect financial interests; close personal relationships; positions of trust in outside organizations; consideration of future employment arrangements with a different organization; and decision-making authority related to the proposed project.
  - c. Conflicts of interest are those circumstances real or perceived that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the recipient, or the recipient's employees or subcontractors, in matters pertaining to the award.
  - d. Contractor must notify the Service Project Officer in writing if any employees, including subrecipient and contractor personnel, are related to, married to, or have a close personal relationship with any Federal employee within the Federal program issuing this award. The term employee means any individual engaged in the performance of work under the Federal award. Contractor may not have a former Federal employee as a key project official, or in any other substantial role related to their award, whose participation put them out of compliance with the legal authorities addressing post-Government employment restrictions.
  - e. The Service Project Officer will examine each conflict of interest disclosed based on its particular facts and nature of the project and will determine if a significant potential conflict exists. If it does, the Service Project Officer will work with the recipient to

determine an appropriate resolution. Failure to disclose and resolve conflicts of interest in a manner that satisfies the Service Project Officer may result in any of the remedies described in 2 CFR 200.338, which can be found here if needed:

<https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-338>, Remedies for Noncompliance, including termination of this award.

- ix. Contractor shall not invoice for materials and / or services required under the Contract, for which the Contractor has already received, or will receive, compensation for the same from another source.
- x. Contractor may seek additional funding from another source to enhance the project and for which DEQ is **not** providing reimbursement.

## V. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certifications. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The projects to be reimbursed under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the project.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.
- v. The Contractor agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at: [https://www.ok.gov/DCS/Central\\_Purchasing/Contractor\\_Registration/index.html](https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html)
- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, 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 Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.

## VI. GENERAL TERMS

- i. **Contract Period:** This contract is authorized pursuant to and in accordance with the provisions of **Title 74 O.S. §581** and/or **Title 74 O.S. §1001 through §1008** and shall be effective on execution date of contract or on execution date of a purchase order

whichever is later. Running through **Deadline Date**; The parties to this contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this contract. The parties further acknowledge and understand this contract is effective only for the term outlined in this paragraph. Renewals shall be issued by amendment and fully executed before the end date of the current contract period if applicable.

- ii. **Invoicing And Payment:** The Contractor shall submit to DEQ a complete and accurate invoice reflecting the equipment purchased, the cost incurred, the date the purchase was made, the Contractor's FEI number, and the assigned Purchase Order number. Invoices shall be submitted within 15 days of purchasing the equipment. The invoice shall be submitted to the Oklahoma Department of Environmental Quality Attention: Accounts Payable PO Box 1677 Oklahoma City, OK 73101-1677. Failure to provide the project purchase order number on the invoice may result in delayed payment of the invoice. DEQ will pay all undisputed invoices to the Contractor within forty-five (45) days of receipt. Interest on late payments will be paid in accordance with **62O.S. § 34. 72**.
- iii. **Compensation:** In consideration of the faithful performance by the contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, DEQ agrees to reimburse the contractor seventy-five percent (75%) of approved and allowable cost incurred an amount not to exceed **Dollars in Text Format | Numerical Dollars Format** unless amended in writing and approved by the contractor and the State. Payment will be by reimbursement of funds expended by the contractor after proof to state of said expenditure. Contractor shall present all outstanding invoices prior to seeking reimbursement for costs incurred pursuant to this Agreement to DEQ no later than 30 days after the end of the grant period which is **Deadline Date**. DEQ shall review and, upon accepting and processing of said invoices, approve funds for disbursement to the Contractor. Contractor shall submit any such records or other evidence of performance including before, during and after photographs as may be required by the state.
- iv. **Pricing And Changes:**
  - a. **Notices:** All notices must be sent to Procurement: [procurement@deq.ok.gov](mailto:procurement@deq.ok.gov) or the current contract administrator.
  - b. **Price Changes:** The Contractor must hold Pricing under this Agreement firm for one (1) year from the Effective Date and can only be changed through an Amendment. Any amendment shall and require at least sixty (60) days' notice. Each time Pricing is changed, the Contractor must wait one (1) year from the change date to amend the Pricing again.
  - c. **Taxes:** State agency acquisitions are exempt from sales taxes and federal excise taxes. the Contractor and its contractors shall not include these taxes in invoices. Contractor shall not claim States exemption, however if Contractor has a sales tax exemption, Tax Exemption Permit shall be provided to the State.
  - d. **Labor Rates and Travel:** Must be included in one all-inclusive price and at state per diem rates. Travel expenses incurred are at the sole expense of the Contractor. This includes travel to all monthly planning meetings, which may be held in Oklahoma City, Tulsa, Norman or other towns or cities as necessary. The price proposed by the Contractor shall include all delivery and, if applicable, mailing charges. Only DEQ requested emergency courier or express charges may be reimbursed to the Contractor if such are requested by authorized DEQ personnel. The Contractor must document

expenses by providing receipts. DEQ shall not reimburse the Contractor for standard overhead expenses. Any food and beverage costs will be paid for by conference registration fees and sponsorship revenue.

- e. **Alternative Pricing and Contracted Items:** If the Contractor wishes to provide more advantageous or alternative terms to DEQ, before implementation of said terms, the Contractor must submit the terms to DEQ Purchasing for review to determine if those terms should be incorporated into this Agreement for the entire contract. DEQ will review and decide if,
  - i. it should become part of this Agreement through an amendment, or
  - ii. the Contractor and DEQ can individually reflect the changes through a Change Order.
- v. **Monitoring and Financial Compliance Review:** DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted where the services are being performed. If any inspection, investigation, or evaluation is conducted by DEQ, the Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on the Contractor. The Contractor shall establish and maintain confidential files or make such files available at the service delivery site for all program personnel and service recipients.
- vi. **Unallowable Costs:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that the Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, the Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- vii. **Appeal:** If any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, the Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before DEQ seeks final action or reimbursement. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
- viii. **The Contractor's Staff or Agents:** Regardless of any vacancy in its staffing, the Contractor shall provide adequate coverage for all Services DEQ selects. For all staff the Contractor (or subcontractors) provides for Services, DEQ will have the opportunity to review staff credentials. DEQ reserves the right to reject or negate a hire or remove staff if it is found to have less than the necessary credentials and/or experience to perform the functions of the Services the Agency elects.
- ix. **Inspection Support and Operational Reviews:** The Contractor shall perform annual reviews with DEQ to review the quality of the Services, timeliness, compliance monitoring, cost control, process improvements, and Information Technology Risks.

- x. **Failure To Provide Service:** If the Contractor fails to provide the Services as set forth in this Agreement, DEQ may obtain the same or equivalent Service through an alternative supplier. DEQ shall allow the Contractor twenty-four (24) hours cure time, but if the Contractor still cannot provide DEQ the Services required, DEQ may obtain the Service on the open market, including retail, for the period in which the Contractor is unable to provide the Service. The Contractor shall reimburse DEQ any additional costs incurred (including shipping and third-party fees) that are over the Pricing of this Agreement sustained by DEQ. Said reimbursement shall be by a credit within thirty (30) days of receipt of the claim.
- xi. **Publicity:** The award of a Contract, purchase order, or any other documentation to the Contractor is not in any way an endorsement by the DEQ of the Contractor and shall not be so construed by the Contractor in any advertising or publicity materials. The Contractor agrees to submit to DEQ for review, any and all advertising, sales promotions, or other publicity relating to this Contract wherein DEQ or the State is mentioned or used. If in DEQ's judgment, said promotional materials infer or imply an endorsement of the Contractor by DEQ. The Contractor agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of DEQ. Further, any and all publicity shall be run through the DEQ's Communication Director. Contractor is generally responsible for all public information.
- xii. **Audit and Records Clause:** As used in this clause, records include 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 contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven 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-year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later. The Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.
- xiii. **Indemnification:** The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice if applicable, and general liability insurance of no less than \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees, or the like. Said policy must provide that the carrier may not cancel or transfer the policy without giving the Department thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried out pursuant to this section throughout the term of the contract and provide the Department with evidence of such insurance and renewals upon request. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates. Contractor shall indemnify and hold harmless the Department against any

and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of Contractor, its employees or independent contractors, or non-fulfillment of any term or condition of this contract. Contractor shall indemnify and hold harmless the Department under the Contract from any and all assessments, judgments, cost, legal and other reasonable expenses incidental to any of the foregoing.

- xiv. **Damages And Equipment:** All work performed by the 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 because of negligence or intent by the Contractor or the Contractor's personnel shall be paid at the 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 the Contractor's property and/or the 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. Repair of damage to property of DEQ, property of DEQ staff and guests, or neighboring property, because of negligence or intent by the Contractor, or the Contractor's employee(s) shall be at the Contractor's expense. All replacements and repair will be at the current cost and paid by the Contractor.
- xv. **Packing And Shipping:** All packing and shipping should be done with EPGS products. the Contractor must distribute and deliver the contracted Items covered under this contract. If DEQ's account is in good standing, the Contractor will at no time, refuse to deliver to DEQ without the prior written approval by DEQ and/or OMES. Delivery for Products under this Agreement shall be FOB Destination unless otherwise agreed to by the Contractor and DEQ. The Contractor will not add fuel surcharges to the purchase under this Agreement. Notwithstanding the foregoing, emergency orders, rush orders, and products dropped shipped from the Contractor's contracted supplier, are subject to an added shipping and handling charge determined by the Contractor and disclosed in writing to DEQ before a purchase is made.
- xvi. **Damaged Products:** All damaged Products will be reported to the Contractor's service department and applicable credits will be issued within ten (10) days from the date of notification of the damaged item.
- xvii. **Federal Funds:** Payments under this Agreement may be made from federal funds. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.
- xviii. **Termination, Cancellation, And Remedies:**
- a. **Termination For Convenience:** In addition to any termination for convenience provisions in the Contract, the Contractor may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Contractor's best interest. The Contractor will provide DEQ at least thirty (30) days' written notice of termination.
  - b. **Termination For Cause:** Either party may terminate this Agreement at any time because the other party breached this Agreement. The moving party must provide written notice to the other party, which, upon receiving, the other party has thirty (30) days to cure the defects. If after thirty (30) days, the breaching party has not cured the defects, the moving party may terminate this Agreement after ten (10) subsequent days.
  - c. **Termination For Insufficient Funding:** DEQ may immediately terminate this Agreement if it does not obtain funding from the Oklahoma Legislature, or other funding

source; or if funding cannot be continued at a level sufficient to allow for the payment of the contracted Items covered herein. Termination must be by written or electronic mail notice to the Contractor. Termination shall only be valid if executed by authorized parties. DEQ is not obligated to pay for any contracted Items that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for contracted Items satisfactorily performed to the extent that funds are available. DEQ will not be assessed any costs, fees, or other charges if the Agreement is terminated because of a decision of the Oklahoma Legislature, or other funding source, to not appropriate funds. DEQ must provide the Contractor of notice of the lack of funding within a reasonable time of OMES receiving that notice. For orders made by DEQ, The Contractor agrees to the applicable statutory terms of DEQ if DEQ fails to receive funding, or appropriations, limitations, or other expenditure authority at levels enough to pay for the Contracted Items.

- d. **Force Majeure:** A party will not be considered in default in the performance of its obligations in the Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, or other catastrophes beyond the party's reasonable control. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming an excuse of performance under this provision must provide the other party prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring about performance as soon as practicable.
- e. **Breach:** In the event of a breach of this Agreement, DEQ and the Contractor each reserve the right to pursue any other legal remedy. In the event of a breach, the Contractor shall be allowed time to cure the breach, if The Contractor is unable to provide a valid solution or cure to the breach, the Contractor may be removed from Oklahoma's supplier list; suspended; or debarred from receiving a contract for failure to comply with terms and conditions of the agreement.
- f. **Dispute Notification:** Parties shall promptly notify each other of any known dispute and work in good faith to resolve such dispute within thirty (30) days in writing. Disputes must be sent to [procurement@deq.ok.gov](mailto:procurement@deq.ok.gov) and/or Oklahoma Department of Environmental Quality Attention Chief Procurement Officer 707 N Robinson Ave Oklahoma City, Oklahoma 73102.
- g. **Dispute Resolution:** The Contractor and DEQ will handle dispute resolution for unresolved issues using the following procedure.
- h. **Escalation:** If parties are unable to resolve the issue in a timely manner, as specified above, either DEQ or the Contractor may escalate the resolution to a higher level of management. When escalated, a teleconference will be scheduled between DEQ and the Contractor to review the dispute and develop a proposed resolution and plan of action.
- i. **Performance While Dispute Is Pending:** Notwithstanding the existence of a dispute, the Contractor must continue without delay to carry out all other responsibilities under this Agreement that are not affected by the dispute. If the Contractor fails to continue to perform its undisputed responsibilities under this Agreement, any additional costs incurred by DEQ and/or agencies because of such failure to proceed shall be borne by the Contractor.



- j. **No Waiver:** This clause shall not limit or waive either party's right to seek available legal or equitable remedies.
- xix. **Assignment And Subcontracting:** This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.
- xx. **No Grant of Authority:** Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- xxi. **No Other Contract:** Contractor certifies and warrants that it has entered no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract. Contractor certifies that costs presented to DEQ for reimbursement under this agreement have not been reimbursed under any other grant or program.
- xxii. **Certification Regarding Debarment, Suspension, And Other Responsibility Matters:** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, or local department or agency,
  - b. 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;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local),
  - d. 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.
- xxiii. **Miscellaneous:**
- a. Any amendment to this Agreement shall be in writing and executed on behalf of both parties. If the delegation letter is revised the parties will collaborate to amend this Agreement accordingly.
  - b. If the delegation is terminated this Agreement shall terminate as of the same termination date except as expressly agreed to between the parties in an amendment.
  - c. No assignment of this Agreement or any of the rights or obligations set forth herein by either party shall be valid without the specific written consent of the other party, which shall not be unreasonably withheld or delayed.



- d. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- e. The relationship between the parties is that of independent agreement not employer/employee, joint venture, agent or business partners and nothing in this Agreement shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party.
- f. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision.

## VII. EXHIBITS

- 1. Exhibit 1. Oklahoma Statutes
- 2. Exhibit 2. U.S. Fish and Wildlife Terms and Conditions
- 3. Exhibit 3. Clean Vessel Act Grant Application Documents

In witness whereof, this Contract, consisting of **Twelve pages (12) pages** has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

**Contractor's Legal Name  
Contractor's Mailing Address  
Contractor's City, State, Zip Code  
(Information usually in Responding Bidder Form)**

**State of Oklahoma  
Oklahoma Department of  
Environmental Quality  
707 N. Robinson,  
Oklahoma City, Oklahoma, 73102**

\_\_\_\_\_  
Signature of Authorized Representative

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Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

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Printed Name of Authorized Representative

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Title of Authorized Representative

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Title of Authorized Representative

Exhibit 1

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Exhibit 2

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Exhibit 3

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June 12, 2024

**Oklahoma Statutes**  
**Included in**  
**Clean Vessel Act Grant**  
**Reimbursement Contract**

Page 1

- 27A O.S. § 1-3-101
- 27A O.S. § 2-10-202

Page 4

- 25 O.S. §1313
- 25 O.S. §1312
- Title 74 O.S. §581
- Title 74 O.S. §1001 through §1008

Page 5

- 62O.S. § 34. 72



**Title 27A. Environment and Natural Resources**

**Oklahoma Statutes Citationized**

**Title 27A. Environment and Natural Resources**

**Chapter 1 - Oklahoma Environmental Quality Act**

**Article III - Jurisdiction of Environmental Agencies**

**Section 1-3-101 - Responsibilities and Jurisdiction of State Environmental Agencies**

Cite as: 27A O.S. § 1-3-101 (OSCN 2024), Article III - Jurisdiction of Environmental Agencies

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***Multiple Versions Enacted During the 2022 Legislative Session***

**Version 1 (amended by Laws 2022, HB 3824, c. 113, § 1, eff. November 1, 2022)**

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A. The provisions of this section specify the jurisdictional areas of responsibility for each state environmental agency and state agencies with limited environmental responsibility. The jurisdictional areas of environmental responsibility specified in this section shall be in addition to those otherwise provided by law and assigned to the specific state environmental agency; provided that any rule, interagency agreement or executive order enacted or entered into prior to the effective date of this section which conflicts with the assignment of jurisdictional environmental responsibilities specified by this section is hereby superseded. The provisions of this subsection shall not nullify any financial obligation arising from services rendered pursuant to any interagency agreement or executive order entered into prior to July 1, 1993, nor nullify any obligations or agreements with private persons or parties entered into with any state environmental agency before July 1, 1993.

B. Department of Environmental Quality. The Department of Environmental Quality shall have the following jurisdictional areas of environmental responsibility:

1. All point source discharges of pollutants and storm water to waters of the state which originate from municipal, industrial, commercial, mining, transportation and utilities, construction, trade, real estate and finance, services, public administration, manufacturing and other sources, facilities and activities, except as provided in subsections D and E of this section;
2. All nonpoint source discharges and pollution except as provided in subsections D, E and F of this section;
3. Technical lead agency for point source, nonpoint source and storm water pollution control programs funded under Section 106 of the federal Clean Water Act, for areas within the Department's jurisdiction as provided in this subsection;
4. Surface water and groundwater quality and protection and water quality certifications;
5. Waterworks and wastewater works operator certification;
6. Public and private water supplies;
7. Underground injection control pursuant to the federal Safe Drinking Water Act and 40 CFR Parts 144 through 148, except for:
  - a. Class II injection wells,
  - b. Class V injection wells utilized in the remediation of groundwater associated with underground or aboveground storage tanks regulated by the Corporation Commission,
  - c. those wells used for the recovery, injection or disposal of mineral brines as defined in the Oklahoma Brine Development Act regulated by the Commission, and

d. any aspect of any CO2 sequestration facility, including any associated CO2 injection well, over which the Commission is given jurisdiction pursuant to the Oklahoma Carbon Capture and Geologic Sequestration Act;

8. Notwithstanding any other provision in this section or other environmental jurisdiction statute, sole and exclusive jurisdiction for air quality under the federal Clean Air Act and applicable state law, except for indoor air quality and asbestos as regulated for worker safety by the federal Occupational Safety and Health Act and by Chapter 11 of Title 40 of the Oklahoma Statutes;

9. Hazardous waste and solid waste, including industrial, commercial and municipal waste;

10. Superfund responsibilities of the state under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and amendments thereto, except the planning requirements of Title III of the Superfund Amendment and Reauthorization Act of 1986;

11. Radioactive waste and all regulatory activities for the use of atomic energy and sources of radiation except for electronic products used for diagnosis by diagnostic x-ray facilities and electronic products used for bomb detection by public safety bomb squads within law enforcement agencies of this state or within law enforcement agencies of any political subdivision of this state;

12. Water, waste, and wastewater treatment systems including, but not limited to, septic tanks or other public or private waste disposal systems;

13. Emergency response as specified by law;

14. Environmental laboratory services and laboratory certification;

15. Hazardous substances other than branding, package and labeling requirements;

16. Freshwater wellhead protection;

17. Groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Department;

18. Utilization and enforcement of Oklahoma Water Quality Standards and implementation documents, and adoption of water quality standard variances and site-specific criteria to the extent that such variances and site-specific criteria are utilized in and enforced through water quality permits issued by the Department. Such variances and site-specific criteria may be adopted through rulemaking or through the permitting process; provided that the process satisfies the public participation and water quality standard variance requirements set forth in the corresponding federal regulations;

19. Environmental regulation of any entity or activity, and the prevention, control and abatement of any pollution, not subject to the specific statutory authority of another state environmental agency;

20. Development and maintenance of a computerized information system relating to water quality pursuant to Section 1-4-107 of this title;

21. Development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional area of environmental responsibility; and

22. Development and utilization of policies and requirements necessary for the implementation of Oklahoma Groundwater Quality Standards to the extent that the implementation of such standards are within the scope of the Department's jurisdiction, including but not limited to the establishment of points of compliance when warranted.

C. Oklahoma Water Resources Board. The Oklahoma Water Resources Board shall have the following jurisdictional areas of environmental responsibility:

1. Water quantity including, but not limited to, water rights, surface water and underground water, planning, and interstate stream compacts;



2. Weather modification;
3. Dam safety;
4. Flood plain management;
5. State water/wastewater loans and grants revolving fund and other related financial aid programs;
6. Administration of the federal State Revolving Fund Program including, but not limited to, making application for and receiving capitalization grant awards, wastewater prioritization for funding, technical project reviews, environmental review process, and financial review and administration;
7. Water well drillers/pump installers licensing;
8. Technical lead agency for clean lakes eligible for funding under Section 314 of the federal Clean Water Act or other applicable sections of the federal Clean Water Act or other subsequent state and federal clean lakes programs; administration of a state program for assessing, monitoring, studying and restoring Oklahoma lakes with administration to include, but not be limited to, receipt and expenditure of funds from federal, state and private sources for clean lakes and implementation of a volunteer monitoring program to assess and monitor state water resources, provided such funds from federal Clean Water Act sources are administered and disbursed by the Office of the Secretary of Environment;
9. Except as set forth in paragraphs 18 and 22 of subsection B of this section, statewide water quality standards and their accompanying use support assessment protocols, anti-degradation policy and implementation, and policies generally affecting Oklahoma Water Quality Standards application and implementation including but not limited to mixing zones, low flows and variances or any modification or change thereof pursuant to Section 1085.30 of Title 82 of the Oklahoma Statutes;
10. Groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Board;
11. Development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional area of environmental responsibility;
12. Development of classifications and identification of permitted uses of groundwater, in recognized water rights, and associated groundwater recharge areas;
13. Establishment and implementation of a statewide beneficial use monitoring program for waters of the state in coordination with the other state environmental agencies;
14. Coordination with other state environmental agencies and other public entities of water resource investigations conducted by the federal United States Geological Survey for water quality and quantity monitoring in the state; and
15. Development and submission of a report concerning the status of water quality monitoring in this state pursuant to Section 1-1-202 of this title.

**D. Oklahoma Department of Agriculture, Food, and Forestry.**

1. The Oklahoma Department of Agriculture, Food, and Forestry shall have the following jurisdictional areas of environmental responsibility except as provided in paragraph 2 of this subsection:
  - a. point source discharges and nonpoint source runoff from agricultural crop production, agricultural services, livestock production, silviculture, feed yards, livestock markets and animal waste,
  - b. pesticide control,
  - c. forestry and nurseries,
  - d. fertilizer,

- e. facilities which store grain, feed, seed, fertilizer and agricultural chemicals,
- f. dairy waste and wastewater associated with milk production facilities,
- g. groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Department,
- h. utilization and enforcement of Oklahoma Water Quality Standards and implementation documents,
- i. development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional areas of environmental responsibility, and
- j. storm water discharges for activities subject to the jurisdictional areas of environmental responsibility of the Department.

2. In addition to the jurisdictional areas of environmental responsibility specified in subsection B of this section, the Department of Environmental Quality shall have environmental jurisdiction over:

- a. (1) commercial manufacturers of fertilizers, grain and feed products, and chemicals, and over manufacturing of food and kindred products, tobacco, paper, lumber, wood, textile mill and other agricultural products,
- (2) slaughterhouses, but not including feedlots at these facilities, and
- (3) aquaculture and fish hatcheries,

including, but not limited to, discharges of pollutants and storm water to waters of the state, surface impoundments and land application of wastes and sludge, and other pollution originating at these facilities, and

b. facilities which store grain, feed, seed, fertilizer, and agricultural chemicals that are required by federal NPDES regulations to obtain a permit for storm water discharges shall only be subject to the jurisdiction of the Department of Environmental Quality with respect to such storm water discharges.

#### E. Corporation Commission.

1. The Corporation Commission is hereby vested with exclusive jurisdiction, power and authority, and it shall be its duty to promulgate and enforce rules, and issue and enforce orders governing and regulating:

- a. the conservation of oil and gas,
- b. field operations for geologic and geophysical exploration for oil, gas and brine, including seismic survey wells, stratigraphic test wells and core test wells,
- c. the exploration, drilling, development, producing or processing for oil and gas on the lease site,
- d. the exploration, drilling, development, production and operation of wells used in connection with the recovery, injection or disposal of mineral brines,
- e. reclaiming facilities only for the processing of salt water, crude oil, natural gas condensate and tank bottoms or basic sediment from crude oil tanks, pipelines, pits and equipment associated with the exploration, drilling, development, producing or transportation of oil or gas,
- f. underground injection control pursuant to the federal Safe Drinking Water Act and 40 CFR Parts 144 through 148, of:
  - (1) Class II injection wells,
  - (2) Class V injection wells utilized in the remediation of groundwater associated with underground or aboveground storage tanks regulated by the Commission,

(3) those wells used for the recovery, injection or disposal of mineral brines as defined in the Oklahoma Brine Development Act, and

(4) any aspect of any CO2 sequestration facility, including any associated CO2 injection well, over which the Commission is given jurisdiction pursuant to the Oklahoma Carbon Capture and Geologic Sequestration Act.

Any substance that the United States Environmental Protection Agency allows to be injected into a Class II well may continue to be so injected,

g. tank farms for storage of crude oil and petroleum products which are located outside the boundaries of refineries, petrochemical manufacturing plants, natural gas liquid extraction plants, or other facilities which are subject to the jurisdiction of the Department of Environmental Quality with regard to point source discharges,

h. the construction and operation of pipelines and associated rights-of-way, equipment, facilities or buildings used in the transportation of oil, gas, petroleum, petroleum products, anhydrous ammonia or mineral brine, or in the treatment of oil, gas or mineral brine during the course of transportation but not including line pipes in any:

(1) natural gas liquids extraction plant,

(2) refinery,

(3) reclaiming facility other than for those specified within subparagraph e of this subsection,

(4) mineral brine processing plant, and

(5) petrochemical manufacturing plant,

i. the handling, transportation, storage and disposition of saltwater, mineral brines, waste oil and other deleterious substances produced from or obtained or used in connection with the drilling, development, producing and operating of oil and gas wells, at:

(1) any facility or activity specifically listed in paragraphs 1 and 2 of this subsection as being subject to the jurisdiction of the Commission, and

(2) other oil and gas extraction facilities and activities,

j. spills of deleterious substances associated with facilities and activities specified in paragraph 1 of this subsection or associated with other oil and gas extraction facilities and activities,

k. subsurface storage of oil, natural gas and liquefied petroleum gas in geologic strata,

l. groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Commission,

m. utilization and enforcement of Oklahoma Water Quality Standards and implementation documents, and

n. development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional areas of environmental responsibility.

2. The exclusive jurisdiction, power and authority of the Commission shall also extend to the construction, operation, maintenance, site remediation, closure and abandonment of the facilities and activities described in paragraph 1 of this subsection.

3. When a deleterious substance from a Commission-regulated facility or activity enters a point source discharge of pollutants or storm water from a facility or activity regulated by the Department of Environmental Quality, the Department shall have sole jurisdiction over the point source discharge of the commingled pollutants and storm water from the two facilities or activities insofar as Department-regulated facilities and activities are concerned.

4. The Commission and the Department of Environmental Quality are hereby authorized to obtain authorization from the Environmental Protection Agency to administer, within their respective jurisdictions, any and all programs regulating oil and gas discharges into the waters of this state. For purposes of the federal Clean Water Act, any facility or activity which is subject to the jurisdiction of the Commission pursuant to paragraph 1 of this subsection and any other oil and gas extraction facility or activity which requires a permit for the discharge of a pollutant or storm water to waters of the United States shall be subject to the direct jurisdiction and permitting authority of the Oklahoma agency having received delegation of this program from the Environmental Protection Agency.

5. The Commission shall have jurisdiction over:

a. underground storage tanks that contain antifreeze, motor oil, motor fuel, gasoline, kerosene, diesel, or aviation fuel and that are not located at refineries or at the upstream or intermediate shipment points of pipeline operations, including, but not limited to, tanks from which these materials are dispensed into vehicles, or tanks used in wholesale or bulk distribution activities, as well as leaks from pumps, hoses, dispensers, and other ancillary equipment associated with the tanks, whether above the ground or below; provided, that any point source discharge of a pollutant to waters of the United States during site remediation or the off-site disposal of contaminated soil, media, or debris shall be regulated by the Department of Environmental Quality,

b. aboveground storage tanks that contain antifreeze, motor oil, motor fuel, gasoline, kerosene, diesel, or aviation fuel and that are not located at refineries or at the upstream or intermediate shipment points of pipeline operations including, but not limited to, tanks from which these materials are dispensed into vehicles, or tanks used in wholesale or bulk distribution activities, as well as leaks from pumps, hoses, dispensers, and other ancillary equipment associated with the tanks, whether above the ground or below; provided, that any point source discharge of a pollutant to waters of the United States during site remediation or the off-site disposal of contaminated soil, media, or debris shall be regulated by the Department of Environmental Quality, and

c. the Petroleum Storage Tank Release Environmental Cleanup Indemnity Fund, the Oklahoma Petroleum Storage Tank Release Indemnity Program, and the Oklahoma Leaking Underground Storage Tank Trust Fund.

6. The Department of Environmental Quality shall have sole jurisdiction to regulate the transportation, discharge or release of deleterious substances or solid or hazardous waste or other pollutants from rolling stock and rail facilities. The Department of Environmental Quality shall not have any jurisdiction with respect to pipeline transportation of carbon dioxide.

7. The Department of Environmental Quality shall have sole environmental jurisdiction for point and nonpoint source discharges of pollutants and storm water to waters of the state from:

a. refineries, petrochemical manufacturing plants and natural gas liquid extraction plants,

b. manufacturing of equipment and products related to oil and gas,

c. bulk terminals, aboveground and underground storage tanks not subject to the jurisdiction of the Commission pursuant to this subsection, and

d. other facilities, activities and sources not subject to the jurisdiction of the Commission or the Oklahoma Department of Agriculture, Food, and Forestry as specified by this section.

8. The Department of Environmental Quality shall have sole environmental jurisdiction to regulate air emissions from all facilities and sources subject to operating permit requirements under Title V of the federal Clean Air Act as amended.

F. Oklahoma Conservation Commission. The Oklahoma Conservation Commission shall have the following jurisdictional areas of environmental responsibility:

1. Soil conservation, erosion control and nonpoint source management except as otherwise provided by law;

2. Monitoring, evaluation and assessment of waters to determine the condition of streams and rivers being impacted by nonpoint source pollution. In carrying out this area of responsibility, the Oklahoma Conservation Commission shall serve as the technical lead agency for nonpoint source categories as defined in Section 319 of the federal Clean Water Act or other subsequent federal or state nonpoint source programs, except for activities related to industrial and municipal storm water or as otherwise provided by state law;

3. Wetlands strategy;

4. Abandoned mine reclamation;

5. Cost-share program for land use activities;

6. Assessment and conservation plan development and implementation in watersheds of clean lakes, as specified by law;

7. Complaint data management;

8. Coordination of environmental and natural resources education;

9. Federal upstream flood control program;

10. Groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Commission;

11. Development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional areas of environmental responsibility;

12. Utilization of Oklahoma Water Quality Standards and Implementation documents; and

13. Verification and certification of carbon sequestration pursuant to the Oklahoma Carbon Sequestration Enhancement Act. This responsibility shall not be superseded by the Oklahoma Carbon Capture and Geologic Sequestration Act.

G. Department of Mines. The Department of Mines shall have the following jurisdictional areas of environmental responsibility:

1. Mining regulation;

2. Mining reclamation of active mines;

3. Groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Commission; and

4. Development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional areas of responsibility.

H. Department of Wildlife Conservation. The Department of Wildlife Conservation shall have the following jurisdictional areas of environmental responsibilities:

1. Investigating wildlife kills;

2. Wildlife protection and seeking wildlife damage claims; and

3. Development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional areas of environmental responsibility.

I. Department of Public Safety. The Department of Public Safety shall have the following jurisdictional areas of environmental responsibilities:

1. Hazardous waste, substances and material transportation inspections as authorized by the Hazardous Materials Transportation Act; and

2. Inspection and audit activities of hazardous waste and materials carriers and handlers as authorized by the Hazardous Materials Transportation Act.

J. Department of Labor. The Department of Labor shall have the following jurisdictional areas of environmental responsibility:

1. Regulation of asbestos in the workplace pursuant to Chapter 11 of Title 40 of the Oklahoma Statutes;
2. Asbestos monitoring in public and private buildings; and
3. Indoor air quality as regulated under the authority of the Oklahoma Occupational Health and Safety Standards Act, except for those indoor air quality issues specifically authorized to be regulated by another agency.

Such programs shall be a function of the Department's occupational safety and health jurisdiction.

K. Oklahoma Department of Emergency Management. The Oklahoma Department of Emergency Management shall have the following jurisdictional areas of environmental responsibilities:

1. Coordination of all emergency resources and activities relating to threats to citizens' lives and property pursuant to the Oklahoma Emergency Resources Management Act of 1967;
2. Administer and enforce the planning requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986 and develop such other emergency operations plans that will enable the state to prepare for, respond to, recover from and mitigate potential environmental emergencies and disasters pursuant to the Oklahoma Hazardous Materials Planning and Notification Act;
3. Administer and conduct periodic exercises of emergency operations plans provided for in this subsection pursuant to the Oklahoma Emergency Resources Management Act of 1967;
4. Administer and facilitate hazardous materials training for state and local emergency planners and first responders pursuant to the Oklahoma Emergency Resources Management Act of 1967; and
5. Maintain a computerized emergency information system allowing state and local access to information regarding hazardous materials' location, quantity and potential threat.

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**Version 2 (amended by Laws 2022, SB 1325, c. 185, § 4, eff. November 1, 2022) (Amended by Laws 2023, HB 1982, c. 164, § 2, eff. November 1, 2023)**

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A. The provisions of this section specify the jurisdictional areas of responsibility for each state environmental agency and state agencies with limited environmental responsibility. The jurisdictional areas of environmental responsibility specified in this section shall be in addition to those otherwise provided by law and assigned to the specific state environmental agency; provided that any rule, interagency agreement or executive order enacted or entered into prior to the effective date of this section which conflicts with the assignment of jurisdictional environmental responsibilities specified by this section is hereby superseded. The provisions of this subsection shall not nullify any financial obligation arising from services rendered pursuant to any interagency agreement or executive order entered into prior to July 1, 1993, nor nullify any obligations or agreements with private persons or parties entered into with any state environmental agency before July 1, 1993.

B. Department of Environmental Quality. The Department of Environmental Quality shall have the following jurisdictional areas of environmental responsibility:

1. All point source discharges of pollutants and storm water to waters of the state which originate from municipal, industrial, commercial, mining, transportation and utilities, construction, trade, real estate and finance, services, public administration, manufacturing and other sources, facilities and activities, except as provided in subsections D and E of this section;



2. All nonpoint source discharges and pollution except as provided in subsections D, E and F of this section;
3. Technical lead agency for point source, nonpoint source and storm water pollution control programs funded under Section 106 of the federal Clean Water Act, for areas within the Department's jurisdiction as provided in this subsection;
4. Surface water and groundwater quality and protection and water quality certifications;
5. Waterworks and wastewater works operator certification;
6. Public and private water supplies;
7. Underground injection control pursuant to the federal Safe Drinking Water Act and 40 CFR Parts 144 through 148, except for:
  - a. Class II injection wells,
  - b. Class V injection wells utilized in the remediation of groundwater associated with underground or aboveground storage tanks regulated by the Corporation Commission,
  - c. those wells used for the recovery, injection or disposal of mineral brines as defined in the Oklahoma Brine Development Act regulated by the Commission, and
  - d. any aspect of any CO<sub>2</sub> sequestration facility including any associated CO<sub>2</sub> injection well, over which the Commission is given jurisdiction pursuant to the Oklahoma Carbon Capture and Geologic Sequestration Act;
8. Notwithstanding any other provision in this section or other environmental jurisdiction statute, sole and exclusive jurisdiction for air quality under the federal Clean Air Act and applicable state law, except for indoor air quality and asbestos as regulated for worker safety by the federal Occupational Safety and Health Act and by Chapter 11 of Title 40 of the Oklahoma Statutes;
9. Hazardous waste and solid waste including industrial, commercial and municipal waste;
10. Superfund responsibilities of the state under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and amendments thereto, except the planning requirements of Title III of the Superfund Amendment and Reauthorization Act of 1986;
11. Radioactive waste and all regulatory activities for the use of atomic energy and sources of radiation except for electronic products used for diagnosis by diagnostic X-ray facilities and electronic products used for bomb detection by public safety bomb squads within law enforcement agencies of this state or within law enforcement agencies of any political subdivision of this state;
12. Water, waste, and wastewater treatment systems including, but not limited to, septic tanks or other public or private waste disposal systems;
13. Emergency response as specified by law;
14. Environmental laboratory services and laboratory certification;
15. Hazardous substances other than branding, package and labeling requirements;
16. Freshwater wellhead protection;
17. Groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Department;
18. Utilization and enforcement of Oklahoma Water Quality Standards and implementation documents;
19. Environmental regulation of any entity or activity, and the prevention, control and abatement of any pollution, not subject to the specific statutory authority of another state environmental agency;

20. Development and maintenance of a computerized information system relating to water quality pursuant to Section 1-4-107 of this title;

21. Development and promulgation of Oklahoma Water Quality Standards, their accompanying use support assessment protocols, anti-degradation policies generally affecting Oklahoma Water Quality Standards application and implementation including but not limited to mixing zones, low flows and variances or any modification or change thereof pursuant to Section 1085.30 of Title 82 of the Oklahoma Statutes, and the Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional area of environmental responsibility; and

22. Development and utilization of policies and requirements necessary for the implementation of Oklahoma Groundwater Quality Standards to the extent that the implementation of such standards is within the scope of the Department's jurisdiction including but not limited to the establishment of points of compliance when warranted.

C. Oklahoma Water Resources Board. The Oklahoma Water Resources Board shall have the following jurisdictional areas of environmental responsibility:

1. Water quantity including, but not limited to, water rights, surface water and underground water, planning, and interstate stream compacts;

2. Weather modification;

3. Dam safety;

4. Flood plain management;

5. State water/wastewater loans and grants revolving fund and other related financial aid programs;

6. Administration of the federal Clean Water State Revolving Fund Program including, but not limited to, making application for and receiving capitalization grant awards, wastewater prioritization for funding, technical project reviews, environmental review process, and financial review and administration;

7. Water well drillers/pump installers licensing;

8. Technical lead agency for clean lakes eligible for funding under Section 314 of the federal Clean Water Act or other applicable sections of the federal Clean Water Act or other subsequent state and federal clean lakes programs; administration of a state program for assessing, monitoring, studying and restoring Oklahoma lakes with administration to include, but not be limited to, receipt and expenditure of funds from federal, state and private sources for clean lakes and implementation of a volunteer monitoring program to assess and monitor state water resources, provided such funds from federal Clean Water Act sources are administered and disbursed by the Office of the Secretary of Environment;

9. Groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Board;

10. Development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional area of environmental responsibility;

11. Development of classifications and identification of permitted uses of groundwater, in recognized water rights, and associated groundwater recharge areas;

12. Establishment and implementation of a statewide beneficial use monitoring program for waters of the state in coordination with the other state environmental agencies; and

13. Coordination with other state environmental agencies and other public entities of water resource investigations conducted by the federal United States Geological Survey for water quality and quantity monitoring in the state.



**D. Oklahoma Department of Agriculture, Food, and Forestry.**

1. The Oklahoma Department of Agriculture, Food, and Forestry shall have the following jurisdictional areas of environmental responsibility except as provided in paragraph 2 of this subsection:

- a. point source discharges and nonpoint source runoff from agricultural crop production, agricultural services, livestock production, silviculture, feed yards, livestock markets and animal waste,
- b. pesticide control,
- c. forestry and nurseries,
- d. fertilizer,
- e. facilities which store grain, feed, seed, fertilizer and agricultural chemicals,
- f. dairy waste and wastewater associated with milk production facilities,
- g. groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Department,
- h. utilization and enforcement of Oklahoma Water Quality Standards and implementation documents,
- i. development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional areas of environmental responsibility, and
- j. storm water discharges for activities subject to the jurisdictional areas of environmental responsibility of the Department.

2. In addition to the jurisdictional areas of environmental responsibility specified in subsection B of this section, the Department of Environmental Quality shall have environmental jurisdiction over:

- a. (1) commercial manufacturers of fertilizers, grain and feed products, and chemicals, and over manufacturing of food and kindred products, tobacco, paper, lumber, wood, textile mill and other agricultural products,
- (2) slaughterhouses, but not including feedlots at these facilities, and
- (3) aquaculture and fish hatcheries

including, but not limited to, discharges of pollutants and storm water to waters of the state, surface impoundments and land application of wastes and sludge, and other pollution originating at these facilities, and

- b. facilities which store grain, feed, seed, fertilizer, and agricultural chemicals that are required by federal NPDES regulations to obtain a permit for storm water discharges shall only be subject to the jurisdiction of the Department of Environmental Quality with respect to such storm water discharges.

**E. Corporation Commission.**

1. The Corporation Commission is hereby vested with exclusive jurisdiction, power and authority, and it shall be its duty to promulgate and enforce rules, and issue and enforce orders governing and regulating:

- a. the conservation of oil and gas,
- b. field operations for geologic and geophysical exploration for oil, gas and brine including seismic survey wells, stratigraphic test wells and core test wells,
- c. the exploration, drilling, development, producing or processing for oil and gas on the lease site,
- d. the exploration, drilling, development, production and operation of wells used in connection with the recovery, injection or disposal of mineral brines,

e. reclaiming facilities only for the processing of salt water, crude oil, natural gas condensate and tank bottoms or basic sediment from crude oil tanks, pipelines, pits and equipment associated with the exploration, drilling, development, producing or transportation of oil or gas,

f. underground injection control pursuant to the federal Safe Drinking Water Act and 40 CFR Parts 144 through 148 of:

(1) Class II injection wells,

(2) Class V injection wells utilized in the remediation of groundwater associated with underground or aboveground storage tanks regulated by the Commission,

(3) those wells used for the recovery, injection or disposal of mineral brines as defined in the Oklahoma Brine Development Act, and

(4) any aspect of any CO<sub>2</sub> sequestration facility including any associated CO<sub>2</sub> injection well, over which the Commission is given jurisdiction pursuant to the Oklahoma Carbon Capture and Geologic Sequestration Act.

Any substance that the United States Environmental Protection Agency allows to be injected into a Class II well may continue to be so injected,

g. tank farms for storage of crude oil and petroleum products which are located outside the boundaries of refineries, petrochemical manufacturing plants, natural gas liquid extraction plants, or other facilities which are subject to the jurisdiction of the Department of Environmental Quality with regard to point source discharges,

h. the construction and operation of pipelines and associated rights-of-way, equipment, facilities or buildings used in the transportation of oil, gas, petroleum, petroleum products, anhydrous ammonia or mineral brine, or in the treatment of oil, gas or mineral brine during the course of transportation but not including line pipes in any:

(1) natural gas liquids extraction plant,

(2) refinery,

(3) reclaiming facility other than for those specified within subparagraph e of this subsection,

(4) mineral brine processing plant, and

(5) petrochemical manufacturing plant,

i. the handling, transportation, storage and disposition of saltwater, mineral brines, waste oil and other deleterious substances produced from or obtained or used in connection with the drilling, development, producing and operating of oil and gas wells, at:

(1) any facility or activity specifically listed in paragraphs 1 and 2 of this subsection as being subject to the jurisdiction of the Commission, and

(2) other oil and gas extraction facilities and activities,

j. spills of deleterious substances associated with facilities and activities specified in paragraph 1 of this subsection or associated with other oil and gas extraction facilities and activities,

k. subsurface storage of oil, natural gas and liquefied petroleum gas in geologic strata,

l. groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Commission,

m. utilization and enforcement of Oklahoma Water Quality Standards and implementation documents, and

n. development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional areas of environmental responsibility.

2. The exclusive jurisdiction, power and authority of the Commission shall also extend to the construction, operation, maintenance, site remediation, closure and abandonment of the facilities and activities described in paragraph 1 of this subsection.

3. When a deleterious substance from a Commission-regulated facility or activity enters a point source discharge of pollutants or storm water from a facility or activity regulated by the Department of Environmental Quality, the Department shall have sole jurisdiction over the point source discharge of the commingled pollutants and storm water from the two facilities or activities insofar as Department-regulated facilities and activities are concerned.

4. The Commission and the Department of Environmental Quality are hereby authorized to obtain authorization from the Environmental Protection Agency to administer, within their respective jurisdictions, any and all programs regulating oil and gas discharges into the waters of this state. For purposes of the federal Clean Water Act, any facility or activity which is subject to the jurisdiction of the Commission pursuant to paragraph 1 of this subsection and any other oil and gas extraction facility or activity which requires a permit for the discharge of a pollutant or storm water to waters of the United States shall be subject to the direct jurisdiction and permitting authority of the Oklahoma agency having received delegation of this program from the Environmental Protection Agency.

5. The Commission shall have jurisdiction over:

a. underground storage tanks that contain antifreeze, motor oil, motor fuel, gasoline, kerosene, diesel, or aviation fuel and that are not located at refineries or at the upstream or intermediate shipment points of pipeline operations including, but not limited to, tanks from which these materials are dispensed into vehicles, or tanks used in wholesale or bulk distribution activities, as well as leaks from pumps, hoses, dispensers, and other ancillary equipment associated with the tanks, whether above the ground or below; provided, that any point source discharge of a pollutant to waters of the United States during site remediation or the off-site disposal of contaminated soil, media, or debris shall be regulated by the Department of Environmental Quality,

b. aboveground storage tanks that contain antifreeze, motor oil, motor fuel, gasoline, kerosene, diesel, or aviation fuel and that are not located at refineries or at the upstream or intermediate shipment points of pipeline operations including, but not limited to, tanks from which these materials are dispensed into vehicles, or tanks used in wholesale or bulk distribution activities, as well as leaks from pumps, hoses, dispensers, and other ancillary equipment associated with the tanks, whether above the ground or below; provided, that any point source discharge of a pollutant to waters of the United States during site remediation or the off-site disposal of contaminated soil, media, or debris shall be regulated by the Department of Environmental Quality, and

c. the Petroleum Storage Tank Release Environmental Cleanup Indemnity Fund, the Oklahoma Petroleum Storage Tank Release Indemnity Program, and the Oklahoma Leaking Underground Storage Tank Trust Fund.

6. The Department of Environmental Quality shall have sole jurisdiction to regulate the transportation, discharge or release of deleterious substances or solid or hazardous waste or other pollutants from rolling stock and rail facilities. The Department of Environmental Quality shall not have any jurisdiction with respect to pipeline transportation of carbon dioxide.

7. The Department of Environmental Quality shall have sole environmental jurisdiction for point and nonpoint source discharges of pollutants and storm water to waters of the state from:

a. refineries, petrochemical manufacturing plants and natural gas liquid extraction plants,

b. manufacturing of equipment and products related to oil and gas,

c. bulk terminals, aboveground and underground storage tanks not subject to the jurisdiction of the Commission pursuant to this subsection, and

d. other facilities, activities and sources not subject to the jurisdiction of the Commission or the Oklahoma Department of Agriculture, Food, and Forestry as specified by this section.

8. The Department of Environmental Quality shall have sole environmental jurisdiction to regulate air emissions from all facilities and sources subject to operating permit requirements under Title V of the federal Clean Air Act as amended.

F. Oklahoma Conservation Commission. The Oklahoma Conservation Commission shall have the following jurisdictional areas of environmental responsibility:

1. Soil conservation, erosion control and nonpoint source management except as otherwise provided by law;
2. Monitoring, evaluation and assessment of waters to determine the condition of streams and rivers being impacted by nonpoint source pollution. In carrying out this area of responsibility, the Oklahoma Conservation Commission shall serve as the technical lead agency for nonpoint source categories as defined in Section 319 of the federal Clean Water Act or other subsequent federal or state nonpoint source programs, except for activities related to industrial and municipal storm water or as otherwise provided by state law;
3. Wetlands strategy;
4. Abandoned mine reclamation;
5. Cost-share program for land use activities;
6. Assessment and conservation plan development and implementation in watersheds of clean lakes, as specified by law;
7. Complaint data management;
8. Coordination of environmental and natural resources education;
9. Federal upstream flood control program;
10. Groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Commission;
11. Development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional areas of environmental responsibility;
12. Utilization of Oklahoma Water Quality Standards and Implementation documents; and
13. Verification and certification of carbon sequestration pursuant to the Oklahoma Carbon Sequestration Enhancement Act. This responsibility shall not be superseded by the Oklahoma Carbon Capture and Geologic Sequestration Act.

G. Department of Mines. The Department of Mines shall have the following jurisdictional areas of environmental responsibility:

1. Mining regulation;
2. Mining reclamation of active mines;
3. Groundwater protection for activities subject to the jurisdictional areas of environmental responsibility of the Commission; and
4. Development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional areas of responsibility.

H. Department of Wildlife Conservation. The Department of Wildlife Conservation shall have the following jurisdictional areas of environmental responsibilities:

1. Investigating wildlife kills;
2. Wildlife protection and seeking wildlife damage claims; and
3. Development and promulgation of a Water Quality Standards Implementation Plan pursuant to Section 1-1-202 of this title for its jurisdictional areas of environmental responsibility.

I. Department of Public Safety. The Department of Public Safety shall have the following jurisdictional areas of environmental responsibilities:

1. Hazardous waste, substances and material transportation inspections as authorized by the Oklahoma Motor Carrier Safety and Hazardous Materials Transportation Act; and
2. Inspection and audit activities of hazardous waste and materials carriers and handlers as authorized by the Oklahoma Motor Carrier Safety and Hazardous Materials Transportation Act.

J. Department of Labor. The Department of Labor shall have the following jurisdictional areas of environmental responsibility:

1. Regulation of asbestos in the workplace pursuant to Chapter 11 of Title 40 of the Oklahoma Statutes;
2. Asbestos monitoring in public and private buildings; and
3. Indoor air quality as regulated under the authority of the Oklahoma Occupational Health and Safety Standards Act, except for those indoor air quality issues specifically authorized to be regulated by another agency.

Such programs shall be a function of the Department's occupational safety and health jurisdiction.

K. Oklahoma Department of Emergency Management. The Oklahoma Department of Emergency Management shall have the following jurisdictional areas of environmental responsibilities:

1. Coordination of all emergency resources and activities relating to threats to citizens' lives and property pursuant to the Oklahoma Emergency Resources Management Act of 1967;
2. Administer and enforce the planning requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986 and develop such other emergency operations plans that will enable the state to prepare for, respond to, recover from and mitigate potential environmental emergencies and disasters pursuant to the Oklahoma Hazardous Materials Planning and Notification Act;
3. Administer and conduct periodic exercises of emergency operations plans provided for in this subsection pursuant to the Oklahoma Emergency Resources Management Act of 1967;
4. Administer and facilitate hazardous materials training for state and local emergency planners and first responders pursuant to the Oklahoma Emergency Resources Management Act of 1967; and
5. Maintain a computerized emergency information system allowing state and local access to information regarding hazardous materials' location, quantity and potential threat.

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Laws 1992, HB 2227, c. 398, § 6, eff. July 1, 1993; Amended by Laws 1993, HB 1002, c. 145, § 11, emerg. eff. July 1, 1993; Renumbered from 27A.O.S. § 6 by Laws 1993, HB 1002, c. 145, § 359, emerg. eff. July 1, 1993; Amended by Laws 1993, SB 361, c. 324, § 6, emerg. eff. July 1, 1993; Amended by Laws 1994, HB 1916, c. 140, § 24, eff. September 1, 1994; Amended by Laws 1997, SB 365, c. 217, § 1, emerg. eff. July 1, 1997 (superseded document available); Amended by Laws 1999, SB 549, c. 413, § 4, eff. November 1, 1999 (superseded document available); Amended by Laws 2000, SB 1223, c. 364, § 1, emerg. eff. June 6, 2000 (superseded document available); Amended by Laws 2002, HB 2302, c. 397, § 1, eff. November 1, 2002 (superseded document available); Amended by Laws 2004, SB 1204, c. 100, § 2, emerg. eff. July 1, 2004, as

amended by Laws 2004, HB 2616, c. 430, § 11, emerg. eff. June 4, 2004 ([superseded document available](#)); Amended by Laws 2009, SB 610, c. 429, § 8, emerg. eff. June 1, 2009 ([superseded document available](#)); Amended by Laws 2012, HB 2365, c. 110, § 1, eff. November 1, 2012 ([superseded document available](#)); Amended by Laws 2017, SB 287, c. 129, § 1, eff. November 1, 2017 ([superseded document available](#)); Amended by Laws 2018, SB 1147, c. 137, § 1, eff. November 1, 2018 ([superseded document available](#)); Amended by Laws 2022, HB 3824, c. 113, § 1, eff. November 1, 2022; Amended by Laws 2022, SB 1325, c. 185, § 4, eff. November 1, 2022 ([superseded document available](#)) ; Amended by Laws 2023, HB 1982, c. 164, § 2, eff. November 1, 2023 ([superseded document available](#)).

**Citationizer<sup>©</sup> Summary of Documents Citing This Document**

<b>Cite Name</b>	<b>Level</b>
<b>Title 27A. Environment and Natural Resources</b>	
<i>Cite</i>	<i>Name</i>
<u>27A O.S. 2-6-110,</u>	<u>Aquifer Storage and Recovery Permits</u>
<u>27A O.S. 2-6-103.2,</u>	<u>Classification of Waters</u>
<u>27A O.S. 2-3-404,</u>	<u>Creation of Blue River-Little Blue Creek Stream Health Assessment Study Revolving Fund</u>
	<i>Level</i>
	<i>Cited</i>
	<i>Discussed</i>
	<i>Cited</i>

**Citationizer: Table of Authority**

<b>Cite Name</b>	<b>Level</b>
<b>Title 82. Waters and Water Rights</b>	
<i>Cite</i>	<i>Name</i>
<u>82 O.S. 1085.30,</u>	<u>Renumbered</u>
	<i>Level</i>
	<i>Discussed</i>
<b>Title 27A. Environment and Natural Resources</b>	
<i>Cite</i>	<i>Name</i>
<u>27A O.S. 1-4-107,</u>	<u>Maintenance of Computerized Water Quality Data</u>
<u>27A O.S. 1-3-101,</u>	<u>Applicability for Each State Environmental Agency - Department of Environmental Quality and other Environmental Agencies - Jurisdictional Areas of Environmental Responsibility</u>
<u>27A O.S. 1-3-101,</u>	<u>Responsibilities and Jurisdiction of State Environmental Agencies</u>
<u>27A O.S. 1-3-101,</u>	<u>Applicability for Each State Environmental Agency - Department of Environmental Quality and other Environmental Agencies - Jurisdictional Areas of Environmental Responsibility</u>
<u>27A O.S. 1-3-101,</u>	<u>Responsibilities and Jurisdiction of State Environmental Agencies</u>
<u>27A O.S. 1-3-101,</u>	<u>Responsibilities and Jurisdiction of State Environmental Agencies</u>
<u>27A O.S. 1-3-101,</u>	<u>Responsibilities and Jurisdiction of State Environmental Agencies</u>
<u>27A O.S. 1-3-101,</u>	<u>Responsibilities and Jurisdiction of State Environmental Agencies</u>
<u>27A O.S. 1-3-101,</u>	<u>Responsibilities and Jurisdiction of State Environmental Agencies</u>
<u>27A O.S. 6,</u>	<u>Renumbered as 27A O.S. § 1-3-101 by Laws 1993, HB 1002, c. 145, § 359, emerg. eff. July 1, 1993</u>
<u>27A O.S. 1-1-202,</u>	<u>Powers of State Environmental Agency</u>
	<i>Level</i>
	<i>Cited</i>
	<i>Cited</i>
	<i>Cited</i>
	<i>Cited</i>
	<i>Cited</i>
	<i>Cited</i>
	<i>Cited</i>
	<i>Discussed at Length</i>

**Cite Name**

27A O.S. 1-3-101.

**Level**

Applicability for Each State Environmental Agency - Cited  
Department of Environmental Quality and other  
Environmental Agencies - Jurisdictional Areas of  
Environmental Responsibility.



**Title 27A. Environment and Natural Resources**

**Oklahoma Statutes Citationized**

**Title 27A. Environment and Natural Resources**

**Chapter 2 - Oklahoma Environmental Quality Code**

**Article X - Solid Waste Management Act**

**Article Part 2. Powers and Duties**

**Section 2-10-202 - Powers and Duties of State Health Department**

Cite as: O.S. §, \_\_\_ \_\_

A. The Department of Environmental Quality shall have the power and duty to:

1. Advise, consult and cooperate with other agencies and instrumentalities of the state, other states and the federal government and with affected groups and industries in the formulation of plans and the implementation of the solid waste disposal program;
2. Administer and make available such loans and grants from the federal government and from other sources as may be available to the Department for the planning, construction, and operation of solid waste disposal sites;
3. Develop a statewide integrated solid waste management plan with input from the public, municipal and county governments and regional solid waste planning and management entities;
4. Review and act upon applications for solid waste disposal site permits, inspect construction, operation, closure and maintenance of solid waste disposal sites and establish standards for and oversee the remediation of contaminated soils resulting from releases or spills associated with transit or other activities not subject to permitting requirements and not subject to the jurisdiction of another state environmental agency;
5. Perform investigations and inspections which it deems necessary to ensure compliance with the Oklahoma Environmental Quality Code, the Oklahoma Solid Waste Management Act and rules promulgated thereunder and orders, permits and licenses issued pursuant thereto;
6. Provide technical assistance to solid waste planning units, public solid waste management service entities, political subdivisions, business and industry, and the general public to promote development and implementation of recycling activities to meet the goals of the Oklahoma Solid Waste Management Act;
7. Establish and maintain, or cause to be established and maintained, in cooperation with the Department of Commerce, a database for tracking markets for materials which are being or could be recovered from the municipal solid waste stream in Oklahoma. The database shall contain information including but not limited to the names and addresses of buyers and sellers of secondary materials relevant to Oklahoma, market prices, and specifications required by buyers;
8. Establish an office for local solid waste systems development and coordination; and
9. Establish a certification program for control officers employed by regional solid waste management districts within this state or governments or county government instrumentalities within this state who are responsible for the investigation and enforcement of the laws of this state relating to illegal dumps. Such certified control officers shall have the authority to investigate and report violations to the proper authority pursuant to the provisions of Section 1761.1 of Title 21 of the Oklahoma statutes.

B. Any local governing body may by ordinance or resolution adopt standards for the location, design, construction, and maintenance of solid waste disposal sites and facilities more restrictive than those promulgated by the Board under the provisions of the Oklahoma Solid Waste Management Act.



## Historical Data

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Laws 1970, HB 1499, c. 69, § 10, emerg. eff. March 17, 1970; Amended by Laws 1990, HB 1905, c. 217, § 2, eff. September 1, 1990; Renumbered from 63 O.S. § 2260 by Laws 1990, HB 1905, c. 217, § 10, eff. September 1, 1990; Amended by Laws 1990, SB 153, c. 225, § 11, eff. September 1, 1990 (repealed by Laws 1990, HB 2361, c. 337, § 26); Amended by Laws 1990, HB 2361, c. 337, § 16; Amended by Laws 1993, HB 1002, c. 145, § 143, emerg. eff. July 1, 1993; Renumbered from 63 O.S. § 1-2418 by Laws 1993, HB 1002, c. 145, § 359, emerg. eff. July 1, 1993; Amended by Laws 1994, HB 2331, c. 242, § 41; Amended by Laws 2001, SB 337, c. 392, § 2, emerg. eff. June 4, 2001 (superseded document available); Amended by Laws 2002, HB 2151, c. 328, § 1, eff. November 1, 2002 (superseded document available).

## Citationizer<sup>®</sup> Summary of Documents Citing This Document

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<b>Cite Name</b>	<b>Level</b>
<b>Oklahoma Attorney General's Opinions</b>	
<i>Cite</i>	<i>Name</i> <span style="float: right;"><i>Level</i></span>
<u>1997 OKAG 57,</u>	<u>Question Submitted by: The Honorable Cal Hobson,</u> Cited <u>State Senator, District 16</u>
<b>Oklahoma Session Laws - 2002</b>	
<i>Cite</i>	<i>Name</i> <span style="float: right;"><i>Level</i></span>
<u>2002 O.S.L. 328, 2002</u> <u>O.S.L. 328,</u>	<u>Environment and natural resources; relating to the</u> Discussed <u>powers and duties of Department of Environmental</u> <u>Quality; requiring certification of control officers.</u> <u>Effective date.</u>

## Citationizer: Table of Authority

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<b>Cite Name</b>	<b>Level</b>
<b>Title 21. Crimes and Punishments</b>	
<i>Cite</i>	<i>Name</i> <span style="float: right;"><i>Level</i></span>
<u>21 O.S. 1761.1,</u>	<u>Dumping Trash on Public or Private Property Without</u> Cited <u>Consent or in Violation of Regulations - Penalties -</u> <u>Bail</u>
<b>Title 27A. Environment and Natural Resources</b>	
<i>Cite</i>	<i>Name</i> <span style="float: right;"><i>Level</i></span>
<u>27A O.S. 2-10-202,</u>	<u>Powers and Duties of State Health Department</u> Cited
<u>27A O.S. 2-10-202,</u>	<u>Powers and Duties of State Health Department</u> Cited



**Title 25. Definitions and General Provisions**

**Oklahoma Statutes Citationized**

**Title 25. Definitions and General Provisions**

**Chapter 21 - Discrimination**

**Article Article 3. Discrimination in Employment**

**Section 1313 - Public Employers - Status Verification System - Unauthorized Aliens - Contracting and Employment Practices**

Cite as: O.S. §, \_\_\_ \_\_

A. Every public employer shall register with and utilize a Status Verification System as described in subparagraphs a or b of paragraph 1 of Section 6 of this act to verify the federal employment authorization status of all new employees.

B. 1. After July 1, 2008, no public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees.

2. After July 1, 2008, no contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless the contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

3. The provisions of this subsection shall not apply to any contracts entered into prior to the effective date of this section even though such contracts may involve the physical performance of services within this state after July 1, 2008.

C. 1. It shall be a discriminatory practice for an employing entity to discharge an employee working in Oklahoma who is a United States citizen or permanent resident alien while retaining an employee who the employing entity knows, or reasonably should have known, is an unauthorized alien hired after July 1, 2008, and who is working in Oklahoma in a job category that requires equal skill, effort, and responsibility, and which is performed under similar working conditions, as defined by 29 U.S.C., Section 206(d)(1), as the job category held by the discharged employee.

2. An employing entity which, on the date of the discharge in question, was currently enrolled in and used a Status Verification System to verify the employment eligibility of its employees in Oklahoma hired after July 1, 2008, shall be exempt from liability, investigation, or suit arising from any action under this section.

3. No cause of action for a violation of this subsection shall arise anywhere in Oklahoma law but from the provisions of this subsection.

**Historical Data**

Laws 2007, HB 1804, c. 112, § 7, eff. November 1, 2007.

**Citationizer<sup>©</sup> Summary of Documents Citing This Document**

<b>Cite Name</b>	<b>Level</b>
<b>Oklahoma Supreme Court Cases</b>	
<i>Cite</i>	<i>Name</i>
<i>2011 OK 53, 260 P.3d 1251,</i>	<i>THOMAS v. HENRY</i>
	<i>Level</i>
	<i>Cited</i>

**Citationizer: Table of Authority**

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**Cite Name Level**

None Found.



**Title 25. Definitions and General Provisions**

**Oklahoma Statutes Citationized**

**Title 25. Definitions and General Provisions**

**Chapter 21 - Discrimination**

**Article Article 3. Discrimination in Employment**

**Section 1312 - Additional Definitions**

Cite as: O.S. §, \_\_ \_\_

As used in Sections 6 and 7 of this act:

1. "Status Verification System" means an electronic system operated by the federal government, through which an authorized official of an agency of the State of Oklahoma or of a political subdivision therein may make an inquiry, by exercise of authority delegated pursuant to Section 1373 of Title 8 of the United States Code, to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by Section 7 of this act. The Status Verification System shall be deemed to include:
  - a. the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a); 8 U.S.C., Section 1324a, and operated by the United States Department of Homeland Security, known as the Basic Pilot Program,
  - b. any equivalent federal program designated by the United States Department of Homeland Security or any other federal agency authorized to verify the work eligibility status of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603,
  - c. any other independent, third-party system with an equal or higher degree of reliability as the programs, systems, or processes described in this paragraph, or
  - d. the Social Security Number Verification Service, or such similar online verification process implemented by the United States Social Security Administration;
2. "Public employer" means every department, agency, or instrumentality of the state or a political subdivision of the state;
3. "Subcontractor" means a subcontractor, contract employee, staffing agency, or any contractor regardless of its tier; and
4. "Unauthorized alien" means an alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code.

**Historical Data**

Laws 2007, HB 1804, c. 112, § 6, eff. November 1, 2007.

**Citationizer<sup>©</sup> Summary of Documents Citing This Document**

<b>Cite Name</b>	<b>Level</b>
<b>Oklahoma Supreme Court Cases</b>	
<i>Cite</i>	<i>Name</i>
<u>2011 OK 53, 260 P.3d 1251,</u>	<u>THOMAS v. HENRY</u>
	<i>Level</i>
	<i>Cited</i>

**Citationizer: Table of Authority**

**Cite**      **Name Level**

*None Found.*



**Title 74. State Government**

**Oklahoma Statutes Citationized**

**Title 74. State Government**

**Chapter 19 - Contracts**

**Section 581 - Contracts by Department or Institution With Another for Work - Payment -**

**Disposition of Proceeds**

Cite as: O.S. §, \_\_ \_\_

That any department of the state government or any state institution may contract with any other department of state government or institution having under its control the personal services, labor and equipment, machinery or other facilities to perform needed work for or on behalf of the state or its subdivisions, department or institutions, when such work may be performed by the use of machinery, equipment, material and/or labor of the department or institution under its control contracting to furnish such service by the use of such facilities of its own, or those of any institution of the state under its control. The department or institution or subdivision obtaining and receiving such services shall pay or otherwise compensate the department or institution performing the work for the fair value thereof, including the cost of material used and proper compensation by payment or exchange for any personal services, labor, equipment and material employed in performing such work or services; which said funds shall be deposited in a special depository account to be kept separately from all other collections and may be expended by the departments, subdivisions or institutions performing the services by voucher issued by said department or institution and drawn on the State Treasurer; provided, however, that when such services are performed by any department or institution having a revolving fund, such payments may be credited to and become a part of such revolving fund.

**Historical Data**

Laws 1943, SB 62, p. 236, § 1, emerg. eff. April 3, 1943.

**Citationizer<sup>©</sup> Summary of Documents Citing This Document**

<b>Cite Name</b>	<b>Level</b>	
<b>Oklahoma Attorney General's Opinions</b>		
<i>Cite</i>	<i>Name</i>	<i>Level</i>
<u>2003 OK AG 40,</u>	<u>Question Submitted by: The Honorable Mike Reynolds, State Representative, District 91</u>	<i>Discussed at Length</i>
<u>2005 OK AG 44,</u>	<u>Question Submitted by: Richard DeLaughter, Executive Director, Office of Juvenile Affairs</u>	<i>Cited</i>
<u>1983 OK AG 240,</u>	<u>Question Submitted by: Robert Fulton, Director, Department of Human Services</u>	<i>Discussed at Length</i>
<u>1984 OK AG 14,</u>	<u>Question Submitted by: The Honorable George Nigh, Governor of Oklahoma</u>	<i>Discussed</i>
<b>Oklahoma Supreme Court Cases</b>		
<i>Cite</i>	<i>Name</i>	<i>Level</i>
<u>1952 OK 196, 244 P.2d 307, 206 Okla 433,</u>	<u>SIBEL v. STATE BOARD OF PUBLIC AFFAIRS</u>	<i>Cited</i>

**Citationizer: Table of Authority**

**Cite Name Level**  
None Found.



**Title 74. State Government**

**Oklahoma Statutes Citationized**

**Title 74. State Government**

**Chapter 31 - Interlocal Cooperation Act**

**Section 1001 - Purpose**

Cite as: O.S. §, \_\_\_

It is the purpose of Section 1001 et seq. of this title to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. The cooperating governmental units can, if they deem it necessary, create an entity to carry out the cooperative functions.

**Historical Data**

Laws 1965, SB 343, c. 189, § 1, emerg. eff. June 8, 1965; Amended by Laws 1994, SB 853, c. 312, § 1, emerg. eff. June 7, 1994.

**Citationizer<sup>©</sup> Summary of Documents Citing This Document**

<b>Cite Name</b>	<b>Level</b>
<b>Oklahoma Attorney General's Opinions</b>	
<u>Cite</u>	<u>Name</u> <span style="float: right;"><u>Level</u></span>
<u>2002 OK AG 39,</u>	<u>Question Submitted by: The Honorable Tom May, District Attorney, 13th District</u> <span style="float: right;">Cited</span>
<u>2006 OK AG 24,</u>	<u>Question Submitted by: The Honorable Fred S. Morgan, State Representative, District 83</u> <span style="float: right;">Cited</span>
<u>2007 OK AG 15,</u>	<u>Question Submitted by: The Honorable Mary Easley, State Senator, District 18</u> <span style="float: right;">Cited</span>
<u>2007 OK AG 22,</u>	<u>Question Submitted by: The Honorable Roger Ballenger, State Senator, District 8</u> <span style="float: right;">Cited</span>
<u>2008 OK AG 9,</u>	<u>Question Submitted by: The Honorable Sean Burrage, State Senator, District 2</u> <span style="float: right;">Cited</span>
<u>2008 OK AG 33,</u>	<u>Question Submitted by: The Honorable Jay Paul Gumm, State Senator, District 6</u> <span style="float: right;">Discussed</span>
<u>2018 OK AG 2,</u>	<u>Question Submitted by: The Honorable Julie Daniels, Oklahoma State Senator, District 29</u> <span style="float: right;">Discussed</span>
<u>1983 OK AG 105,</u>	<u>Question Submitted by: The Honorable Stratton Taylor, Oklahoma State Senate</u> <span style="float: right;">Cited</span>
<u>1983 OK AG 164,</u>	<u>Question Submitted by: The Honorable Lee Cate, Oklahoma State Senate</u> <span style="float: right;">Discussed</span>
<u>1983 OK AG 218,</u>	<u>Question Submitted by: The Honorable Tim Leonard, Oklahoma State Senate</u> <span style="float: right;">Cited</span>
<u>1983 OK AG 295,</u>	<u>Question Submitted by: The Honorable Walter Hill, Oklahoma House of Representatives</u> <span style="float: right;">Discussed at Length</span>

<b>Cite Name</b>	<b>Level</b>	
<u>1984 OK AG 149,</u>	<u>Question Submitted by: Rex Privett, Executive Director, Oklahoma Public Employees Retirement System</u>	Cited
<u>1984 OK AG 95,</u>	<u>Question Submitted by: The Honorable E. A. Caldwell, Oklahoma House of Representatives</u>	Cited
<u>1986 OK AG 70,</u>	<u>Question Submitted by: The Honorable George Nigh, Governor of Oklahoma</u>	Discussed at Length
<u>1986 OK AG 71,</u>	<u>Question Submitted by: The Honorable George Nigh, Governor of Oklahoma</u>	Discussed at Length
<u>1996 OK AG 47,</u>	<u>Question Submitted by: David M. Thornton, Chairman, Board of Trustees, Oklahoma Housing Finance Authority</u>	Cited
<u>1999 OK AG 37,</u>	<u>Question Submitted by: The Honorable Trish Weedn, State Senator</u>	Discussed
<u>2000 OK AG 14,</u>	<u>Question Submitted by: The Honorable Senator Owen Laughlin, Oklahoma State Senate, District No.49</u>	Cited
<u>2000 OK AG 5,</u>	<u>Question Submitted by: The Honorable Rick M. Littlefield, Oklahoma State Senate, District 1</u>	Discussed at Length

#### **Oklahoma Court of Criminal Appeals Cases**

Cite	Name	Level
<u>1971 OK CR 472, 490 P.2d 1405,</u>	<u>HICKMAN v. CITY OF TULSA</u>	Cited

#### **Oklahoma Supreme Court Cases**

Cite	Name	Level
<u>1970 OK 127, 474 P.2d 385,</u>	<u>IN RE ARBUCKLE MAS. CON. DIST. D. CT., M., NO 9660</u>	Cited
<u>1976 OK 62, 550 P.2d 565,</u>	<u>PEASE v. BOARD OF COUNTY COM'RS, OSAGE COUNTY</u>	Cited

#### **Title 10. Children**

Cite	Name	Level
<u>10 O.S. 7303-1.2,</u>	<u>Personal Jurisdiction</u>	Cited

#### **Title 62. Public Finance**

Cite	Name	Level
<u>62 O.S. 348.1,</u>	<u>Authorized Investments - Disposition of Income</u>	Cited

#### **Title 70. Schools**

Cite	Name	Level
<u>70 O.S. 13-111,</u>	<u>Federal Child Count Register of Children with Disabilities - Plan to Deliver Services</u>	Cited
<u>70 O.S. 1210.275,</u>	<u>Responsibilities of Service Centers</u>	Cited

#### **Citationizer: Table of Authority**

Cite	Name	Level
None Found.		





**Title 74. State Government**

**Oklahoma Statutes Citationized**

**Title 74. State Government**

**Chapter 31 - Interlocal Cooperation Act**

**Section 1002 - Short Title**

Cite as: O.S. §, \_\_\_ \_\_\_

This act may be cited as the Interlocal Cooperation Act.

**Historical Data**

Laws 1965, SB 343, c. 189, § 2, emerg. eff. June 8, 1965.

**Citationizer<sup>®</sup> Summary of Documents Citing This Document**

<i>Cite Name</i>	<i>Level</i>
<b>Title 19. Counties and County Officers</b>	
<i>Cite</i>	<i>Name</i> <span style="float: right;"><i>Level</i></span>
<u>19 O.S. 339.</u>	<u>General Powers of Board</u> <span style="float: right;">Cited</span>
<u>19 O.S. 547.</u>	<u>Sheriffs - Responsibility for Acts of Undersheriffs and Cited</u>
	<u>Deputies - Deputing Certain Persons - Appointing</u>
	<u>Reserve Force - Contracting with Private Security</u>
	<u>Firm</u>

**Citationizer: Table of Authority**

<i>Cite</i>	<i>Name</i>	<i>Level</i>
None Found.		



**Title 74. State Government**

**Oklahoma Statutes Citationized**

**Title 74. State Government**

**Chapter 31 - Interlocal Cooperation Act**

**Section 1003 - Definitions**

Cite as: O.S. §, \_\_\_ \_\_

A. For the purposes of Section 1001 et seq. of this title, the term "public agency" shall mean:

1. Any political subdivision of this state;
2. Any agency of the state government or of the United States;
3. Each and every public trust of this state regardless of whether the beneficiary of such trust is a municipality, a county, or the State of Oklahoma, except the Oklahoma Ordnance Works Authority;
4. Any corporation organized not for profit pursuant to the provisions of the Oklahoma General Corporation Act, Section 1001 et seq. of Title 18 of the Oklahoma Statutes, for the primary purpose of developing and providing rural water supply and sewage disposal facilities to serve rural residents or to provide community-based services or assistance to clients of the Department of Mental Health and Substance Abuse Services as provided in Section 2-106 of Title 43A of the Oklahoma Statutes;
5. Any political subdivision of another state; and
6. Any city-county health department created pursuant to Section 1-210 of Title 63 of the Oklahoma Statutes.

B. The term "state" shall mean a state of the United States and the District of Columbia.

**Historical Data**

Laws 1965, SB 343, c. 189, § 3, emerg. eff. June 8, 1965; Amended by Laws 1986, HB 1624, c. 276, § 18, emerg. eff. July 1, 1986; Amended by Laws 1988, SB 438, c. 49, § 1, emerg. eff. March 22, 1988; Amended by Laws 1995, SB 378, c. 85, § 2, eff. November 1, 1995; Amended by Laws 2015, HB 1612, c. 36, § 1, eff. November 1, 2015 ([superseded document available](#)).

**Citationizer<sup>®</sup> Summary of Documents Citing This Document**

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<i>Cite</i>	<i>Name</i>
<i>Level</i>	
<u>1983 OK AG 105,</u>	<u>Question Submitted by: The Honorable Stratton Taylor, Oklahoma State Senate</u>
	<i>Cited</i>
<u>1983 OK AG 310,</u>	<u>Question Submitted by: J. I. M. Caldwell, Jr., Director, Office of State Finance</u>
	<i>Cited</i>
<u>1986 OK AG 71,</u>	<u>Question Submitted by: The Honorable George Nigh, Governor of Oklahoma</u>
	<i>Discussed</i>
<u>2000 OK AG 14,</u>	<u>Question Submitted by: The Honorable Senator Owen Laughlin, Oklahoma State Senate, District No.49</u>
	<i>Cited</i>
<u>2000 OK AG 5,</u>	<u>Question Submitted by: The Honorable Rick M. Littlefield, Oklahoma State Senate, District 1</u>
	<i>Cited</i>

**Cite Name**                      **Level**

**Title 16. Conveyances**

<b>Cite</b>	<b>Name</b>	<b>Level</b>
<u>16 O.S. 1.</u>	<u>Persons Who May Convey - Married Persons</u>	<b>Cited</b>

**Citationizer: Table of Authority**

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**Cite**                      **Name Level**

None Found.



**Title 74. State Government**

**Oklahoma Statutes Citationized**

**Title 74. State Government**

**Chapter 31 - Interlocal Cooperation Act**

**Section 1004 - Agreements Authorized - Federal Housing Programs**

Cite as: 74 O.S. § 1004 (OSCN 2024)

A. Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this act upon a public agency.

B. Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this act. If it becomes advisable and economically advantageous for any Oklahoma public agency administering federal housing programs statewide within the State of Oklahoma to enter into agreements with an agency of the United States or of another state in order to benefit the State of Oklahoma through administration of federal housing programs either within or outside of the State of Oklahoma, such Oklahoma public agency may do so.

Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.

C. Any such agreement shall specify the following:

1. Its duration;
2. The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created;
3. Its purpose or purposes;
4. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor;
5. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and
6. Any other necessary and proper matters.

D. In the event that the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall, in addition to paragraphs 1, 3, 4, 5 and 6 set forth in subsection C of this section, contain the following:

1. Provisions for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies party to the agreement shall be represented; and
2. The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking.

E. No agreement made pursuant to this act shall relieve any public agency of any obligation or responsibility imposed upon it by law except that, to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made hereunder, the performance may be offered in satisfaction of the obligation or responsibility.

F. Every agreement made hereunder, except those agreements authorized by Section 601 of Title 69 of the Oklahoma Statutes which shall be approved by the district attorney, shall, prior to and as a condition precedent to its entry into force, be submitted to the Attorney General who shall determine whether the agreement is in proper form and compatible with the laws of this state, including any agreements entered into pursuant to the provisions of the Oklahoma Community Economic Development Pooled Finance Act. The Attorney General shall approve any agreement submitted to the Attorney General hereunder unless the Attorney General shall find that it does not meet the conditions set forth herein and shall detail in writing addressed to the governing bodies of the public agencies concerned the specific respects in which the proposed agreement fails to meet the requirements of law. Failure to disapprove an agreement submitted hereunder within sixty (60) days of its submission shall constitute approval thereof.

G. Financing of joint projects by agreements shall be as provided by law, including any agreements entered into pursuant to the provisions of the Oklahoma Community Economic Development Pooled Finance Act.

### **Historical Data**

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Laws 1965, SB 343, c. 189, § 4, emerg. eff. June 8, 1965; Amended by Laws 2000, HB 2717, c. 180, § 2, eff. November 1, 2000 ([superseded document available](#)); Amended by Laws 2009, HB 2067, c. 309, § 18, emerg. eff. July 1, 2009 ([superseded document available](#)); Amended by Laws 2018, SB 1564, c. 114, § 1, eff. November 1, 2018 ([superseded document available](#)).

### **Citationizer<sup>©</sup> Summary of Documents Citing This Document**

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<b>Cite Name</b>	<b>Level</b>	
<b>Oklahoma Attorney General's Opinions</b>		
<i>Cite</i>	<i>Name</i>	<i>Level</i>
<u>2006 OK AG 24,</u>	<u>Question Submitted by: The Honorable Fred S. Morgan, State Representative, District 83</u>	Cited
<u>2006 OK AG 40,</u>	<u>Question Submitted by: The Honorable Anthony Sykes, State Senator, District 24</u>	Discussed
<u>2008 OK AG 33,</u>	<u>Question Submitted by: The Honorable Jay Paul Gumm, State Senator, District 6</u>	Cited
<u>1983 OK AG 295,</u>	<u>Question Submitted by: The Honorable Walter Hill, Oklahoma House of Representatives</u>	Cited
<u>1984 OK AG 95,</u>	<u>Question Submitted by: The Honorable E. A. Caldwell, Oklahoma House of Representatives</u>	Cited
<u>1986 OK AG 70,</u>	<u>Question Submitted by: The Honorable George Nigh, Governor of Oklahoma</u>	Cited
<u>1986 OK AG 71,</u>	<u>Question Submitted by: The Honorable George Nigh, Governor of Oklahoma</u>	Discussed
<u>1999 OK AG 37,</u>	<u>Question Submitted by: The Honorable Trish Weedn, State Senator</u>	Discussed

### **Oklahoma Supreme Court Cases**

<i>Cite</i>	<i>Name</i>	<i>Level</i>
<u>1971 OK 3, 479 P.2d 962, 42 OBJ 32,</u>	<u>ROLLOW v. WEST</u>	Cited

**Cite Name****Level**

1976 OK 62, 550 P.2d  
565,

PEASE v. BOARD OF COUNTY COM'RS, OSAGE Cited  
COUNTY

**Citationizer: Table of Authority**

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**Cite Name Level**

None Found.



Title 74. State Government

Oklahoma Statutes Citationized

Title 74. State Government

Chapter 31 - Interlocal Cooperation Act

Section 1005 - Filing of Agreements - Status - Actions

Cite as: O.S. §, \_\_\_ \_\_

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Prior to its entry into force, an agreement made pursuant to this act shall be filed with the county clerk and with the Secretary of State. In the event that an agreement entered into pursuant to this act is between or among one or more public agencies of this state and one or more public agencies of another state or of the United States, said agreement shall have the status of an interstate compact, but in any case or controversy involving performance or interpretation thereof or liability thereunder, the public agencies party thereto shall be real parties in interest and the state may maintain an action to recoup or otherwise make itself whole for any damages or liability which it may incur by reason of being joined as a party therein. Such action shall be maintainable against any public agency or agencies whose default, failure of performance, or other conduct caused or contributed to the incurring of damage or liability by the state.

**Historical Data**

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Laws 1965, SB 343, c. 189, § 5, emerg. eff. June 8, 1965.

**Citationizer<sup>®</sup> Summary of Documents Citing This Document**

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<b>Cite</b>	<b>Name Level</b>
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None Found.

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None Found.



**Title 74. State Government**

**Oklahoma Statutes Citationized**

**Title 74. State Government**

**Chapter 31 - Interlocal Cooperation Act**

**Section 1006 - Approval of Agreements**

Cite as: O.S. §. \_\_\_

In the event that an agreement made pursuant to this act shall deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state government has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its entry into force, be submitted to the state officer or agency having such power of control and shall be approved or disapproved by him or it as to all matters within his or its jurisdiction in the same manner and subject to the same requirements governing the action of the Attorney General pursuant to Section 4(f) of this act. This requirement of submission and approval shall be in addition to and not in substitution for the requirement of submission to and approval by the Attorney General.

**Historical Data**

Laws 1965, SB 343, c. 189, § 6, emerg. eff. June 8, 1965.

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<b>Cite Name</b>	<b>Level</b>
<b>Oklahoma Attorney General's Opinions</b>	
<i>Cite</i>	<i>Name</i>
<u>1983 OK AG 164,</u>	<u>Question Submitted by: The Honorable Lee Cate,</u>
	<u>Oklahoma State Senate</u>
	<i>Level</i>
	<i>Discussed</i>

**Citationizer: Table of Authority**

<b>Cite</b>	<b>Name</b>	<b>Level</b>
<i>None Found.</i>		





Title 74. State Government

Oklahoma Statutes Citationized

Title 74. State Government

Chapter 31 - Interlocal Cooperation Act

Section 1007 - Appropriation of Funds - Personnel or Services

Cite as: O.S. §, \_\_ \_\_

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Any public agency entering into an agreement pursuant to the act may appropriate funds and may sell, lease, give, or otherwise supply the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking by providing such personnel or services therefor as may be within its legal power to furnish.

**Historical Data**

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Laws 1965, SB 343, c. 189, § 7, emerg. eff. June 8, 1965.

**Citationizer<sup>®</sup> Summary of Documents Citing This Document**

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<b>Cite</b>	<b>Name Level</b>
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None Found.

**Citationizer: Table of Authority**

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<b>Cite</b>	<b>Name Level</b>
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None Found.



**Title 74. State Government**

**Oklahoma Statutes Citationized**

**Title 74. State Government**

**Chapter 31 - Interlocal Cooperation Act**

**Section 1008 - Contracts for Governmental Services**

Cite as: O.S. §, \_\_ \_\_

A. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.

B. Except as otherwise specifically provided by law, the acquisition of food items or food products by a state public agency from a public trust created pursuant to Sections 176 through 180.56 of Title 60 of the Oklahoma Statutes shall comply with competitive bidding procedures pursuant to Section 85.7 of this title.

**Historical Data**

Laws 1965, SB 343, c. 189, § 8, emerg. eff. June 8, 1965; Amended by Laws 1994, HB 2409, c. 223, § 2, eff. September 1, 1994.

**Citationizer<sup>®</sup> Summary of Documents Citing This Document**

**Cite Name**

**Level**

**Oklahoma Attorney General's Opinions**

<i>Cite</i>	<i>Name</i>	<i>Level</i>
<u>2003 OK AG 40,</u>	<u>Question Submitted by: The Honorable Mike Reynolds, State Representative, District 91</u>	<i>Cited</i>
<u>1983 OK AG 105,</u>	<u>Question Submitted by: The Honorable Stratton Taylor, Oklahoma State Senate</u>	<i>Cited</i>
<u>1983 OK AG 310,</u>	<u>Question Submitted by: J. I. M. Caldwell, Jr., Director, Office of State Finance</u>	<i>Discussed at Length</i>
<u>1984 OK AG 14,</u>	<u>Question Submitted by: The Honorable George Nigh, Governor of Oklahoma</u>	<i>Discussed</i>
<u>1986 OK AG 71,</u>	<u>Question Submitted by: The Honorable George Nigh, Governor of Oklahoma</u>	<i>Cited</i>
<u>1999 OK AG 65,</u>	<u>Question Submitted by: The Honorable Paul Muegge, State Senator, District 20</u>	<i>Cited</i>
<u>2000 OK AG 14,</u>	<u>Question Submitted by: The Honorable Senator Owen Laughlin, Oklahoma State Senate, District No.49</u>	<i>Cited</i>

**Oklahoma Court of Criminal Appeals Cases**

<i>Cite</i>	<i>Name</i>	<i>Level</i>
<u>1971 OK CR 472, 490</u> <u>P.2d 1405,</u>	<u>HICKMAN v. CITY OF TULSA</u>	<i>Cited</i>

**Title 10. Children**

<b>Cite Name</b>	<b>Level</b>	
<i>Cite</i>	<i>Name</i>	<i>Level</i>
<u>10 O.S. 7303-1.2,</u>	<u>Personal Jurisdiction</u>	<i>Cited</i>
<b>Title 62. Public Finance</b>		
<i>Cite</i>	<i>Name</i>	<i>Level</i>
<u>62 O.S. 348.1,</u>	<u>Authorized Investments - Disposition of Income</u>	<i>Cited</i>

**Citationizer: Table of Authority**

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**Cite**      **Name Level**  
None Found.



Title 62. Public Finance

Oklahoma Statutes Citationized

Title 62. Public Finance

Chapter 1 - State Fiscal Affairs

Oklahoma State Finance Act

Section 34.72 - Interest

Cite as: O.S. §, \_\_ \_\_

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The Director of the Office of Management and Enterprise Services shall establish a procedure to assess and pay interest for the late payment of an invoice, which interest shall be calculated beginning the thirtieth day after receipt by the designated office of a proper invoice for which payment has not been mailed, transmitted, or delivered to a vendor by the close of business on the forty-fifth day. Such interest shall be at an annualized rate based on an average of the interest rate for thirty-day time deposits of state funds during the last calendar quarter of the last preceding fiscal year, as reported by the State Treasurer.

**Historical Data**

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Laws 1983, HJR 1010, p. 1167, § 2, emerg. eff. May 24, 1983; Amended by Laws 2009, HB 2015, c. 441, § 49, emerg. eff. July 1, 2009 ([superseded document available](#)); Renumbered from [62 O.S. § 41.4b](#) by Laws 2009, HB 2015, c. 441, § 64, emerg. eff. July 1, 2009; Amended by Laws 2012, HB 3079, c. 304, § 395 ([superseded document available](#)).

**Citationizer<sup>®</sup> Summary of Documents Citing This Document**

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<b>Cite</b>	<b>Name Level</b>
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None Found.

**Citationizer: Table of Authority**

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<b>Cite</b>	<b>Name Level</b>
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None Found.



## Information needed to register

The Oklahoma Supplier Portal is now live, and we encourage your entity to join the thousands of businesses currently providing goods and services to Oklahoma state government. Once registered through the portal, your entity will receive notifications based on your selections when the State of Oklahoma open solicitations for those specific goods and/or services. Through the Oklahoma Supplier Portal, you can register your organization as a bidder or a supplier and maintain your organization's information.

Bidder registration is a streamlined process allowing for solicitation notification and response. Information you need to complete the bidder registration process includes:

- Entity identifying information.
  - Entity legal name.
  - Entity address and phone number.
  - Entity contact email.
- UNSPSC category codes for the products or services your entity sells.

Supplier registration fully registers your entity for payment. This includes adding your banking information. An entity must be registered as a supplier prior to receiving a contract award.

Information you need to complete the supplier registration process includes:

- W-9.
- Entity identifying information.
  - Entity legal name (IRS name).
  - Entity federal tax ID (IRS reporting ID).
  - Entity address.
- Secretary of State filing number or letter of exemption.
- Certificate of insurance or letter of exemption.
- Identification of individual who is an authorized account manager for your entity to complete the registration.
- Diversified organization certifications.
- UNSPSC category codes for products or services your entity sells.

Additional requirements for construction suppliers include:

- Current certification certificates.
- Licensing jurisdiction and trade categories.
- Bonding reference letter.



# E-SUPPLIER NAVIGATION

For New Procurement Suppliers

## Table of Contents

First-Time Supplier Setup.....	1
Step 1: Supplier portal.....	1
Step 2: Supplier portal login .....	2
Step 3: Register a new entity or user.....	2
Step 4: Register a supplier.....	2
Step 5: Completing the supplier registration.....	2
Step 6: Registration approval .....	7
Establish the user ID and password.....	7
Access a Saved Registration .....	8
Create Multiple User IDs.....	9
Review and Update Supplier Information .....	10
Monitor and maintain the supplier registration .....	11

## First-Time Supplier Setup

As a note – A W-9 and a current Certificate of Insurance or Letter of Exemption are required document attachments in the registration process. It is recommended that the documents are readied prior to beginning the registration process.

### Step 1: Supplier portal

Go to [supplierportal.ok.gov](http://supplierportal.ok.gov). You can also copy and paste this URL into your web browser address bar.

## Step 2: Supplier portal login

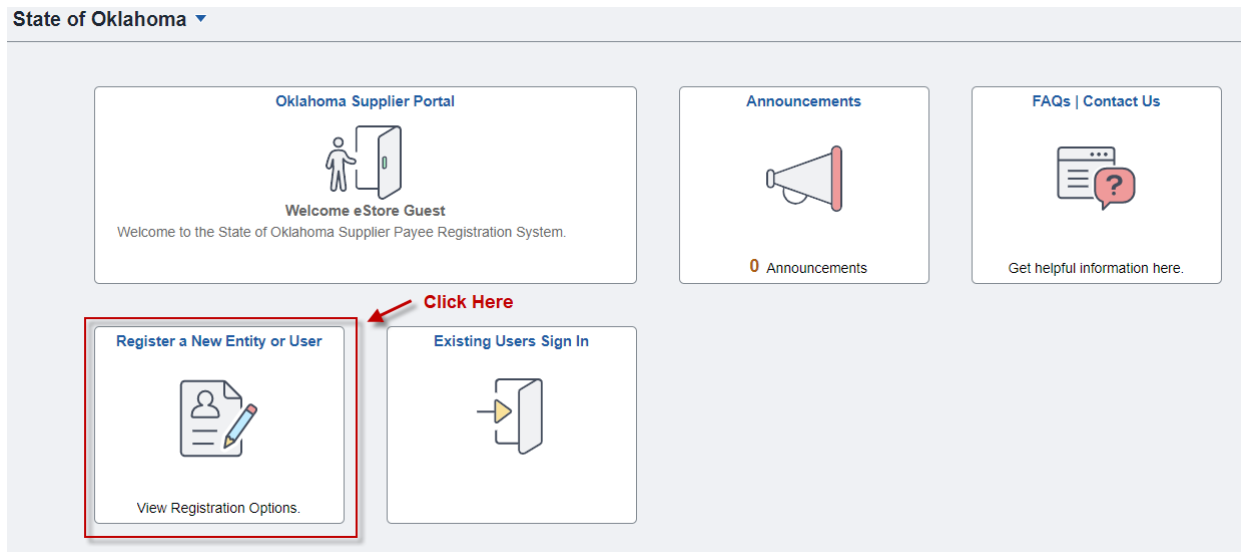
Select **Oklahoma Supplier Portal Login**.

Office of Management and Enterprise Services (090) > Services > Central Purchasing > Supplier Portal



## Step 3: Register a new entity or user

Select **Register a New Entity or User**.



## Step 4: Register a supplier

Under Register a Supplier, select **Register now**.

### Register a Supplier



Entities with no existing PeopleSoft Supplier ID may select this option to !

[More...](#)



## Step 5: Completing the supplier registration

There are six steps required to complete the registration. Complete each step in order. If the registration cannot be completed, you may save your progress to return later. **NOTE:** Registrations with error messages cannot be saved.

You are required to upload a W-9 and a copy of a current Certificate of Insurance or Letter of Exemption.

1) Select your entity type (**Business or Individual**), then select **Next** at top or bottom of step.

2) There are multiple areas to complete in the Identifying Information step, the longest step in the process.

a) Unique ID & Company Profile.

i) In the **Tax Identification Number** field, enter your IRS-issued federal taxpayer identification number (i.e., SSN, EIN or ITIN).

ii) Entities that do not have a U.S. federal tax ID are not able to register using e-Supplier at this time.

b) Government Classifications.

i) Under Certification Source, select the **magnifying glass**, then select **SOS** or **SOS-Exempt** based on the company's Oklahoma Secretary of State filing.

00000	OTCSLSTAX	OTC SALES TAX NUMBER
00000	SOS	SECRETARY OF STATE
00000	SOS-EXEMPT	EXEMPT SECRETARY OF STATE
00000	VNDRREG	REGISTERED VENDOR

(1) The dates will automatically fill and can be disregarded.

(2) If SOS is selected, select **SEC** for the Government Classification, and enter the **SEC OF STATE FILING NUMBER** in the Certification Numbers.

00000	REG	REGISTERED VENDOR
00000	SEC	SEC OF STATE FILING NUMBER
00000	SMB	SMALL BUSINESS

(3) The system will validate the filing number against the Oklahoma Secretary of State's database. **NOTE:** Return results that are not in good standing will prohibit the registration from continuing.

c) Profile Questions.

i) You are required answer all questions that contain an asterisk.

ii) LLCs need to complete and upload the Disregarded Entity Verification form.



- (1) A link to the form is located in the profile question.
- (2) Forms should be completed by tax personnel only.
- iii) For best results, use the **magnifying glass** when applicable.

**Profile Questions** ?

\* Are you the Authorized Account Manager who should maintain all relevant information for the entity being registered?

---

\* Is the registered entity a state employee employed by an Oklahoma state agency? Please select one of the applicable responses.

---

\* What type of entity is the registered entity?

---

\* Is the registered entity a US Entity?

- iv) To attach a document, select **Add Attachment**.

\*

Please complete and upload one of the following current U.S. Taxpayer Verification documents, matching the registered entity's U.S. entity type. Businesses needing to register multiple entities filed under primary filing entity TIN should attach one form for each dba/tradename or disregarded entity being registered. Choose from one of the following form options:

U.S. Entities. Required for all domestic U.S. individuals and businesses. Information provided should match primary filing entity as registered with the Internal Revenue Service - IRS Form W-9(s)

[W9 form](#)

- v) Select **Upload**.

**Attachments** Personalize | Find | View All |

Attached File	Attachment Description	Upload
1		<input type="button" value="Upload"/>

- vi) Under File Attachment, select **Browse**.

**Profile Attachments**

**File Attachment**

No file selected.

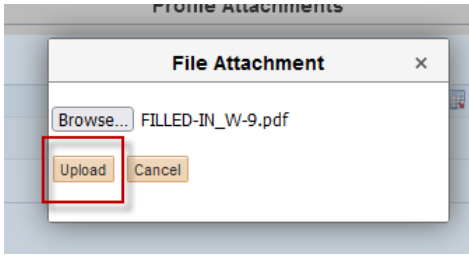
- vii) Select the file to upload.

File Explorer showing file selection:

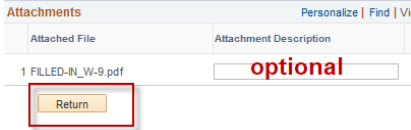
Name	Date modified	Type
New folder	5/27/2021 10:36 AM	File folder
FILLED-IN_W-9.pdf	9/23/2021 10:07 AM	Adobe Acrobat Docum...

Name: FILLED-IN\_W-9.pdf  All Files (\*.\*)

viii) With the file attachment now selected, select **Upload**.



ix) Select **Return**.



x) Enter text in the provided fields.

\* If a different Diverse Minority Group qualification not shown is applicable, please provide additional details.

Not Applicable

Diversified Business Certification - Small Disadvantaged Business: Are you currently certified by the United States Small Business Administration and the Oklahoma Department of Commerce as a Small Disadvantaged Business? Information related to the Oklahoma Department of Commerce Supplier Diversity Program can be found at [Diverse Business Certification Program](#) Diverse Business Certification Program

d) Addresses.

i) Enter your primary address. The remit address is optional. The address will be validated by the USPS. Select **Accept address**.

### USPS Address Validation

**Address Validation**

**Primary**

Address entered by you:-

Address 1 5005 N LINCOLN BLVD  
Address 2  
City OKC  
State OK  
County  
Postal  
Country USA

Address returned by USPS:-

Address 1 5005 N LINCOLN BLVD  
Address 2  
City OKLAHOMA CITY  
State OK  
County  
Postal 73105-3324  
Country USA

Check this box to skip the USPS address and use the address you have entered.

Accept address Edit Address

e) Contacts.

i) Select **Add Contact**.

### Contacts - Step 4 of 6

Please create the Authorized Account Manager contact. AAM will An email will be sent with instructions for accessing the online aco (\*indicates a required response)

Company Contacts ?

You have not added any contact information to your applicatic

Add Contact

- ii) Enter all required fields. The Requested User ID is your desired user ID to access e-Supplier after registration to update and maintain your information on file with the State of Oklahoma. Select **Ok** when complete, then select **Next**.

**Contact Information** ?

Description

\* First Name   Primary Contact

\* Last Name

Title

\* Email ID

\* Telephone  Ext

Fax Number

Contact Type

---

**User Profile Information** ?

\* Requested User ID

Description

Language Code

Time Zone

Currency Code

**Create a user ID to access e-Supplier after registration**

- f) Categorization.
  - i) All suppliers must pick at least one category code for registration.
    - (1) The State of Oklahoma uses the UNSPSC codes for procurement registration. To search for the code listings for the codes most applicable, visit the [UNSPSC website](#).
  - ii) Under Sourcing Procurement Categories, select the **Sell Categories folder icon**.

**Categorization - Step 5 of 6**

Select to add or de-select to remove categories applicable to your business

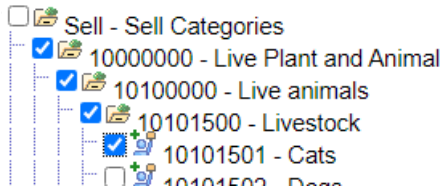
**Sourcing Procurement Categories**

Sourcing - Sourcing Categories

- Buy Categories
- Sell Categories**

- iii) Locate the category that best describes the goods or services provided. Check the box. Then select the folder to drill down. If you are using an UNSPSC code to make your selection, drill down using two-digit increments. See the below example to drill down to 10101501 – Cats.

- Sell - Sell Categories
  - 10000000 - Live Plant and Animal Material
  - 11000000 - Mineral and Textile and Inedible
- Sell - Sell Categories
  - 10000000 - Live Plant and Animal Material
    - 10100000 - Live animals
      - 10110000 - Domestic pet products
      - 10120000 - Live animals
- Sell - Sell Categories
  - 10000000 - Live Plant and Animal Material
    - 10100000 - Live animals
      - 10101500 - Livestock
        - 10101600 - Birds and fowl



g) Submit.

i) As the final step, **check the box to accept the Terms of Agreement** and select **Submit**.

**Submit** - Step 6 of 6

Select the "Review" button to review the registration information.  
Click the "Submit" button to submit your registration after reviewin

Email communication regarding this registration will be sent to:

SUPPLIER.REGISTRATION@OMES.OK.GOV

**Terms and Conditions** ?

Make sure you read terms of agreement fully before submitting y

Select to accept the Terms of Agreement below.

[Terms of Agreement](#)

Review

Submit

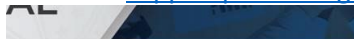
## Step 6: Registration approval

Once the registration has been approved, please notify your agency contact with the supplier ID provided in the final approval email.

## Establish the user ID and password

Upon supplier file approval and creation, you will receive two approval emails regarding the user ID created in the Contacts step. The second email will contain the user ID and a temporary password.

- Return to [supplierportal.ok.gov](http://supplierportal.ok.gov), and select the **Oklahoma Supplier Portal Login** button



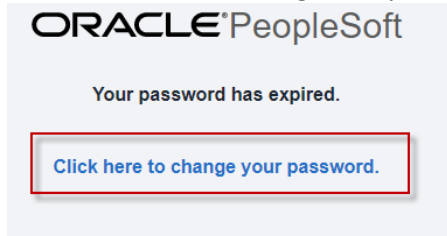
upplier Portal is the new online portal designed to assist suppli  
egistration and self-management of organizational and perso  
iter as a payee if you or your organization are only receiving p

- Sign in using the **Existing Users Sign In**. This is where you will sign in going forward.

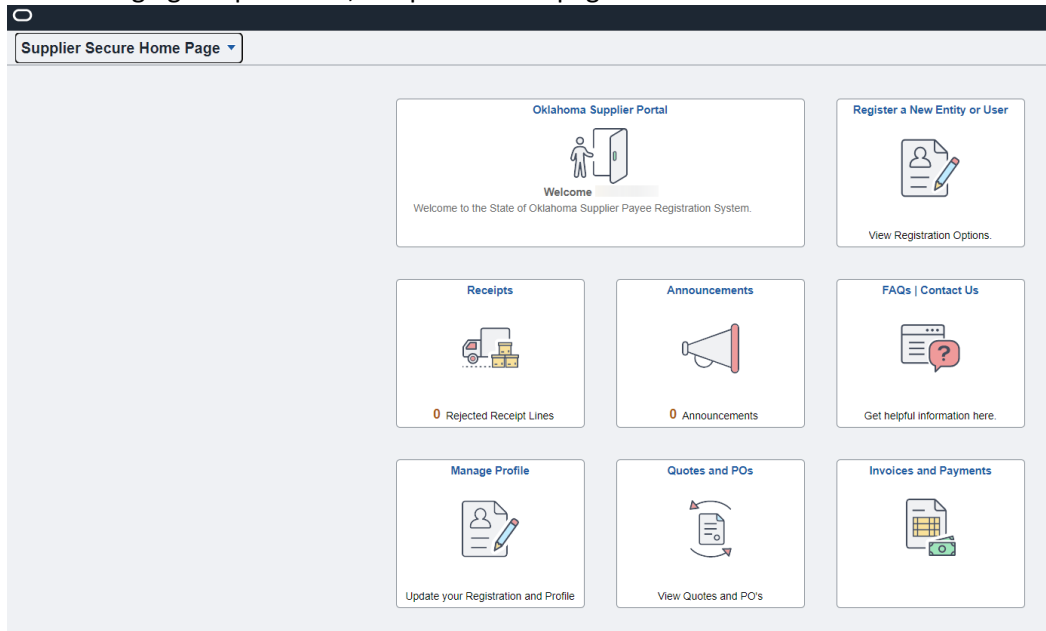


- Enter the user ID and temporary password.

- You will receive a message that your password has expired. Select **Click here to change your password**.



- You will be prompted to enter the temporary password, followed by a new password.
- After changing the password, the portal homepage should now look like this:



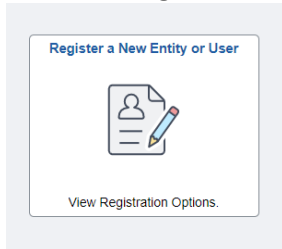
## Access a Saved Registration

- To access your draft registration, follow these steps. The first four steps are the same as when you began the process.
  - This is only for registrations that have not gone through full approval and do not have a supplier ID.
  - Submitted registrations that were returned for more information need to access the saved registration.
- Go to [supplierportal.ok.gov](http://supplierportal.ok.gov), and select the **Oklahoma Supplier Portal Login** button.



Supplier Portal is the new online portal designed to assist supplier registration and self-management of organizational and personal information as a payee if you or your organization are only receiving payments.

- Return to **Register a New Entity or User**.



4) Under Register a Supplier, select **Register Now**.

**Register a Supplier**



Entities with no existing PeopleSoft to do business with a state agency

[More...](#)

[Register now](#)

5) Welcome page.

a) Under Select an activity below, choose **Continue from where you left**.

b) Enter your registration ID of 00000000XXX and select the **caret**.

c) A new section will open requesting the employer identification number (EIN).

d) Once entered, it should take you to the registration that you previously started.

## Create Multiple User IDs

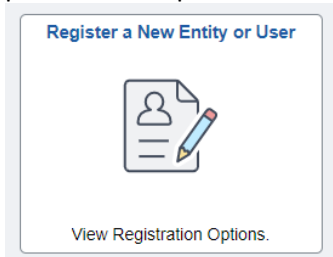
One of the benefits to the new system is the ability to assign multiple additional user IDs to different individuals based on responsibilities. **Note:** Banking can only be viewed and accessed with a banking user ID.

- Select the **Oklahoma Supplier Portal Login** button at [supplierportal.ok.gov](http://supplierportal.ok.gov), and sign in using **Existing Users Sign In**.



- Select **Register a New Entity or User**.

- Once signed in, the Register a New Entity or User tile will provide new registration options. The tile now provides the option to create additional user IDs based on job responsibilities.



- Select **Register Now** for the user ID you wish to create.
  - The Authorized Account Manager user ID is the only user ID that can assign additional user IDs.
    - The user ID created with the supplier file is an Authorized Account Manager user ID.
  - The Banking user ID is the only user ID that can view, add or update banking.
    - For questions regarding the banking process, email [eft.registration@omes.ok.gov](mailto:eft.registration@omes.ok.gov).
- The supplier ID is in the registration approval email.
- Enter the IRS tax ID without dashes.
- The Requested User ID must be a unique user ID.
- The Email ID should be the email of the individual being assigned the responsibilities of the user ID.
  - There are no restrictions on how many times the same email can be used.
  - The email used will receive two approval emails. The second email will contain the user ID and a temporary password.
- The Language Code, Time Zone, and Currency Code fields are not applicable and can be disregarded.

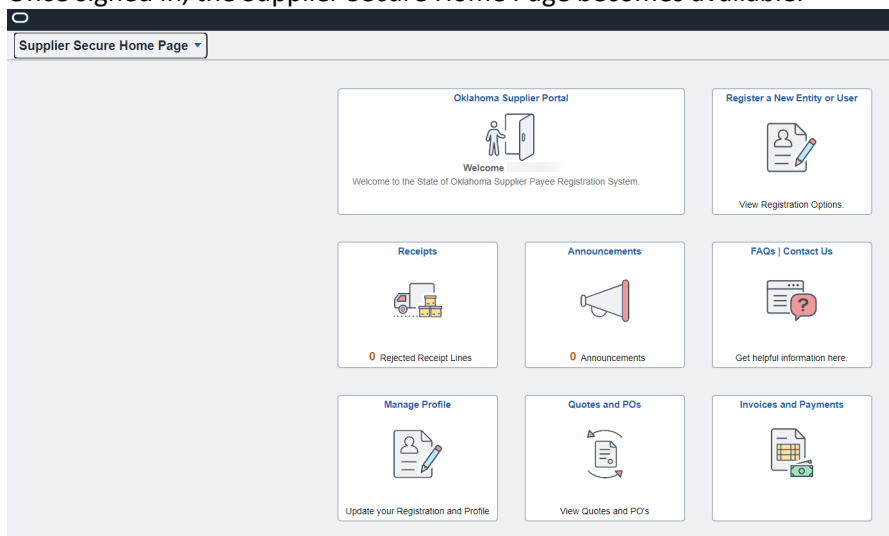
## Review and Update Supplier Information

To manage and maintain the information on file, use **Supplier Change Request**. Please review the information on file on a yearly basis to ensure all information is accurate and up to date.

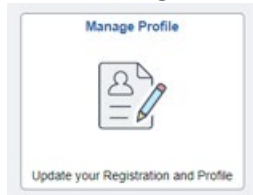
- Select the **Oklahoma Supplier Portal Login** button at [supplierportal.ok.gov](http://supplierportal.ok.gov), and sign in using the **Existing Users Sign In**.



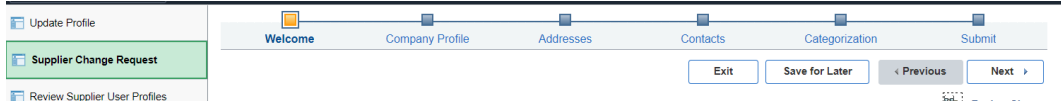
- Once signed in, the Supplier Secure Home Page becomes available.



- Select **Manage Profile**.



- Select **Supplier Change Request** to view, add or update the information within the supplier file. (The banking tab will only appear with the banking user ID.)



## Monitor and maintain the supplier registration

At any point in time, you may return to the information provided during the supplier file creation to review or make changes. If updates cannot be completed, you must save your progress to return later. **Note:** Registrations with error messages cannot be saved.

### 1) Company Profile.

- Leave the Additional Name field as is. Disregarded Entities and DBAs should be entered in the Addresses step.

### 2) Addresses.

- The first address listing should be the 1099 or primary address.
- The email listed with the address is the primary email used for remittance notifications.
- When editing or adding addresses, the address will be validated by the USPS.
- If an address should be inactivated and does not have an address to replace it, email [supplier.registration@omes.ok.gov](mailto:supplier.registration@omes.ok.gov) to inactivate. Include Address Inactivation and the supplier ID in the subject line.
- Add a Disregarded Entity (DE) or DBA.
  - Select **Add New Address**.
  - Under Address Information in the Description and Address 1 fields, enter the **DE or DBA name**.
  - Enter the **address** in the Address 2 field.

#### Address Information

Description	<input type="text" value="DBA NAME"/>
Country	<input type="text" value="USA"/> <input type="text" value="United States"/>
Address 1	<input type="text" value="DBA NAME"/>
Address 2	<input type="text" value="1234 Main St"/>

### 3) Contacts.

- Review contacts for accuracy.
- Each contact should have a type and should be attached to an address.
  - The Accounts Payable type will be a CC email for remittance notifications.
- If a contact should be inactivated and does not have a contact to replace it, email [supplier.registration@omes.ok.gov](mailto:supplier.registration@omes.ok.gov) to inactivate. Include Contact Inactivation and the supplier ID in the subject line.

### 4) Categorization.

- If the codes entered during the supplier creation are not listed, expand the folders for the codes to appear.
- Codes may be added or removed as needed.

### 5) Submit.

- As the final step, **check the box to agree to the Terms of Agreement** and select **Submit**.

For additional questions or assistance, please email [supplier.registration@omes.ok.gov](mailto:supplier.registration@omes.ok.gov).