



## Invitation to Bid (2920000191) Analytical Laboratory Services

Issue Date: JUNE 10, 2014

Pre-Bid Conference: NONE

Pre-Bid Question  
Response Due Date: JUNE 18, 2014 at 3:00 PM Central Time  
E-mail: (Reference RFP No. 2920000191 in all e-mails)  
Email: DEQPro@deq.ok.gov  
All questions are to be submitted in writing before the deadline.

Bid Response Deadline: JUNE 27, 2014 at 3:00 PM Central Time  
(Late Bids will not be accepted.)

Submittal Location: State of Oklahoma - DEQ  
707 N. Robinson  
P.O. Box 1677  
Oklahoma City, OK 73101-1677

Procurement Contact: Kendall Kelton, CPO  
Contracting and Acquisitions Agent  
Phone: (405) 702-1166, Fax: (405) 702-1186  
Email: DEQPro@deq.ok.gov

**DESCRIPTION:** Request for Analytical laboratory services related to micro-gravimetric analysis of PM2.5 and PM10 filters and spectral analysis of Pb-TSP filters using an approved EPA-designated methods.

This solicitation may be downloaded by visiting the State of Oklahoma DEQ website at:  
[WWW.DEQ.STATE.OK.US](http://WWW.DEQ.STATE.OK.US)

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## GENERAL PROVISIONS

### A.1. DEFINITIONS

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

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

### A.2. BID SUBMISSION

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the DEQ Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER. Bids sent by telegraph, facsimile, or other electronic means will not be considered.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.
- A.2.6. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
- A.2.7. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder.

- A.2.8. Failure to submit a timely bid including: 1) a signature binding the offer; and 2) a completed Price Form, and any additional required information, will result in your bid being deemed nonresponsive; these items will not be waived or considered a minor informality or irregularity.

### **A.3. SOLICITATION AMENDMENTS**

- A.3.1. If an "Amendment of Solicitation," OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the DEQ website purchasing section frequently for any possible amendments that may be issued. The Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

### **A.4. BID CHANGE**

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

### **A.5. WITHDRAWAL**

Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.

### **A.6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

By submitting a response to this solicitation:

- A.6.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
- A.6.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.6.1.2. Have not within a three-year period preceding this bid been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.6.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.6.1.4. Have not within a three-year period preceding this application/bid had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.6.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.7. BID OPENING**

Sealed bids shall be opened by the DEQ Purchasing Division at 707 N. Robinson Ave., First Floor, Oklahoma City, Oklahoma, 73102 at the time and date specified on the Cover Page of the solicitation as Bid Response Deadline Date and Time.

#### **A.8. OPEN BID / OPEN RECORD**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) §34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.9. BID DEADLINE / LATE BIDS**

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

The bid is due not later than the date and time listed on the Cover Page of this ITB. The deadline date may in some instances change during the solicitation issuance period. If any deadline date for submission changes, such change will be issued in a published Addendum to this solicitation prior to the deadline date indicated on the Cover Page of this solicitation. The Purchasing Division's time stamp will determine the official receipt time. Bids will be accepted at any time during normal business hours, which are from 8:00 A.M. to 4:30 P.M. Central Time, Monday through Friday, except for legal holidays observed by the State of Oklahoma. Bids received after the Bid Deadline will not be opened and will be returned to the Bidder unopened.

#### **A.10. LEGAL CONTRACT**

A.10.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the DEQ Purchasing Division, shall constitute a contract.

A.10.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:

A.10.3. Purchase order, as amended by Change Order (if applicable);

A.10.4. Solicitation, as amended (if applicable); and

A.10.5. Successful bid (including required certifications), to the extent the bid does not conflict with

the requirements of the solicitation or applicable law.

A.10.6. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

**A.11. PRICING**

A.11.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.11.2. Bidders guarantee unit prices to be correct.

A.11.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

**A.12. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition.

Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number.

Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

**A.13. CLARIFICATION OF SOLICITATION**

A.13.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the DEQ Purchasing Representative specified on the Cover Page of the solicitation.

A.13.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.13.3. Bidders who believe bid requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to DEQ prior to the Pre-Bid Question Deadline date listed on the Cover Page.

**A.14. REJECTION OF BID**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

**A.15. AWARD OF CONTRACT**

A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

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

A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the

OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. CONTRACT MODIFICATION**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director or designee who signs the contract. The contract may be modified only through a written Contract Modification. Any modification or amendments to the Contract must be in writing, agreed to by both parties, and approved by the awarding state agency.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the DEQ Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. ASSIGNMENT**

- A.17.1. Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate division administrator or designee's written authorization.

#### **A.18. SUBCONTRACTING**

- A.18.1. Contractor must notify the appropriate division administrator or designee in writing of any subcontracting, in whole or in part, of services required under the Contract at least 30 calendar days prior to the effective date of the subcontract. Contractor shall supply DEQ with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that DEQ shall have authority to directly monitor the subcontractor's compliance with the terms of the subcontracts.
- A.18.2. The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

#### **A.19. SUBCONTRACT MODIFICATION**

Any change to a contractor's subcontract shall be treated as a new subcontract and the above requirements of Part 16.2. "Subcontracting" apply.

#### **A.20. DELIVERY, INSPECTION AND ACCEPTANCE**

- A.20.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.20.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the DEQ Purchasing Division.

## **A.21. INVOICING AND PAYMENT**

- A.21.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.21.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.
- A.21.3. Pursuant to Title 62 of the Oklahoma State Statutes, the State's payment terms are net 45 days from receipt of accurate invoice, which is subject to DEQ approval.
- A.21.4. Vendor FEI number must appear on all invoices. Purchase Order must appear on all invoices. If a service contract - invoice must state period of service.
- A.21.5. "Purchase Order Number must appear on all invoices. If vendor fails to provide purchase order number, it may result in the delayed payment of the invoice."
- A.21.6. Invoice shall be submitted:  
Oklahoma Department of Environmental Quality  
Financial and Human Resources Management  
PO Box 1677  
Oklahoma City, OK 73101-1677

## **A.22. DUPLICATE BILLING PROHIBITION**

Contractor shall not bill DEQ for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from DEQ or another source. Contractor may seek additional funding from another source to enhance the services for which DEQ is providing compensation.

## **A.23. TAX EXEMPTION**

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

## **A.24. AUDIT AND RECORDS CLAUSE**

- A.24.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent state or federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.24.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- A.24.3. Monitoring and Financial Compliance Review
- A.24.4. 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, investigation or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, 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 during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

- A.24.5. DEQ may complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B, if applicable.

#### **A.25. UNALLOWABLE COSTS**

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous contract, 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.

#### **A.26. APPEAL**

In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the contract is otherwise terminated.

#### **A.27. NON-APPROPRIATION CLAUSE**

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

#### **A.28. CHOICE OF LAW**

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

#### **A.29. CHOICE OF VENUE**

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

#### **A.30. PRIOR UNMET CONTRACTUAL OBLIGATIONS**

Under this Contract, DEQ has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by DEQ.

#### **A.31. TERMINATION FOR CAUSE**

- A.31.1. The supplier may terminate the Contract for default or other just cause by giving thirty (30) days written request for termination and upon written approval from the DEQ Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.31.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.31.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services rendered and accepted prior to the effective date of the contract termination.

#### **A.32. TERMINATION FOR CONVENIENCE**

A.32.1. The State may terminate the Contract, in whole or in part, for convenience if DEQ determines that termination is in the state's best interest. DEQ shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by DEQ's Executive Director or designee.

A.32.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.33. TERMINATION/CONTRACT REDUCTION DUE TO LACK OF FUNDING**

DEQ may terminate the Contract in the event that DEQ is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of DEQ. DEQ shall notify Contractor of any such termination, by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The effective date of termination shall be specified in the notice.

In the event DEQ experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, DEQ may reduce the Contract. Notice of such reduction shall be sent in writing to the Contractor.

#### **A.34. INSURANCE**

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

#### **A.35. EMPLOYMENT RELATIONSHIP**

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

#### **A.36. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007**

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

#### **A.37. COMPLIANCE WITH APPLICABLE LAWS**

- A.37.1. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.
- A.37.2. Contractor and any subcontractors shall comply with all applicable state and federal laws including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by DEQ.

#### **A.38. DEBARMENT/SUSPENSION**

In accordance with 31 U.S.C. §1352 (A)(1) AND Exec. Order No. 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986) Contractor certifies that neither it nor its principals are presently or have in the last three (3) years been debarred, suspended, proposed for debarment, declared ineligible to participate in federal programs by any federal department or agency, or convicted of a fraud-related crime.

#### **A.39. SPECIAL PROVISIONS**

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

#### **A.40. INDEMNITY**

Unless prohibited by Article 10 of the Oklahoma Constitution, Contractor agrees to indemnify and hold DEQ harmless against any and all bodily injuries an property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold DEQ harmless under this contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this contract shall indemnify and hold DEQ harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct relate to or arising from this contract.

#### **A.41. LIABILITY**

The parties agree that each entity shall be responsible for its own negligence, if any, in the delivery of service pursuant to this contract. Neither party, by executing this Contract, assumes any liability for acts of omission or commission of the other.

#### **A.42. SEVERABILITY**

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

#### **A.43. INTERPRETATION REMEDIES**

In the event of any disagreement between Contractor and DEQ relating to the technical competence of the work and services being performed and its conformity to the requirements of this agreement, the decision of DEQ shall prevail.

## **B. SPECIAL PROVISIONS**

### **B.1. INTRODUCTION**

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, bids will be evaluated and any resultant bids(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after bid award.

### **B.2. PROJECT OVERVIEW**

Through this Invitation to Bid, Department of Environmental Quality (DEQ) hereby invites businesses that meet the qualifications set forth herein to submit Bids to provide DEQ filter analysis services. Air Quality Division (AQD) collects PM2.5, PM10, and Pb-TSP samples which require laboratory analysis.

B.2.1. This bid provides these services in a manner that meets the objectives of programs established by the United States Environmental Protection Agency. The project involves a number of tasks, some of which are interdependent and others that may stand-alone.

B.2.2. If deemed necessary by the Monitoring Section Manager, the contractor shall attend an initial meeting with the DEQ staff at the DEQ Central Office location in Oklahoma City, OK to confirm the details of the scope of work and the schedule submitted by the contractor with their bid for completion of the various tasks. This schedule shall describe the most efficient process and procedures for implementation of the project.

B.2.3. The contractor shall function as a contract laboratory to conduct micro-gravimetric analysis of 47mm PM2.5 and PM10 filters. The contractor shall also conduct spectral analysis of 8"x10" Pb-TSP filters.

B.2.4. Such analyses shall NOT be subcontracted (unless necessitated by specific circumstances, and then only with the approval of DEQ/AQD).

B.2.5. For 47mm filters, this process includes pre-weight and post-weight of filters using a microbalance capable of  $\pm 1\mu\text{g}$  readability and repeatability, conditioning and equilibrating of filters, software development, archiving of filters, and calculation of particulate concentrations.

B.2.6. For spectral analysis of Pb-TSP samples, the approved FRM/FEM technique employed will determine what equipment is required.

B.2.7. All filter handling and analytical procedures as well as associated QA/QC measures shall be conducted by the contractor in accordance with EPA's regulatory requirements (40 CFR 50, Appendix L) and EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Vol. II, Ambient Air Quality Monitoring Program, EPA-454/B-13-003, May 2013.

B.2.8. The purpose of this program is to provide analysis of PM2.5, PM10, and Pb-TSP for the monitor network described below for the next three (3) Fiscal Years. The Oklahoma Fiscal Year is from July to June (FY15 is 7/1/2014 to 6/30/2015)

B.2.9. The current network of PM2.5 samplers consists of one (1) sampler that operates daily, three (3) samplers that run every third day, and one (1) sampler that run every sixth day.

B.2.10. The current network of PM10 samplers consists of three (3) samplers that operate every day, and three (3) samplers that run every sixth day.

B.2.11. The current network of Pb-TSP samplers consists of two (2) samplers that operate every sixth day, and one (1) sampler that runs every twelfth day. We anticipate moving these two (2) samplers to different locations before or during upcoming fiscal year (ending June 30, 2015) but maintaining their current sampling schedule. We also expect to add two (2) new sites operating every 6th day during FY 15. The bid winner would be expected to begin sampling on 1/1/15.

B.2.12. No other changes to our current network are anticipated during the contract period, but it is possible that unforeseen circumstances could result in additions or deletions to these networks, especially during FY16 & FY17.

B.2.13. The following table summarizes our expected number of sample filters to be analyzed during the next 3 fiscal years. NOTE: The blank filters used are provided by DEQ to the lab and there is no associated cost. This contract is for the analysis (and other specified functions) of these filters.

**Table 1**

<u>Pollutant</u>	<u>Sample Freq.</u>	<u>-----# of Samples-----</u>			<u>Media</u>
		<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	
PM2.5	Daily	366	366	366	47mm
PM2.5	3 <sup>rd</sup> Day	366	366	366	47mm
PM2.5	6 <sup>th</sup> Day	61	61	61	47mm
PM10	Daily	1098	1098	1098	47mm
PM10	6 <sup>th</sup> Day	183	183	183	47mm
<b>TOTAL:</b>		<b>2074</b>	<b>2074</b>	<b>2074</b>	
Pb-TSP	6 <sup>th</sup> Day	153	244	244	8"x10"
Pb-TSP	12th Day	31	31	31	8"x10"
<b>TOTAL:</b>		<b>184</b>	<b>275</b>	<b>275</b>	

B.2.14. In addition to these sample filters, we also need five (5) spare filters for each 47mm pre-weighted filter shipment (there would be twenty six (26) bi-weekly shipments per year). (This does not apply to the Pb-TSP program) This is approximately:

<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>Filter</u>
138	138	138	Pre-weighted 47mm spares

B.2.15. These will be substituted for a contaminated sample filter(s) as necessary or used to perform a make-up sample(s).

B.2.16. Field/Trip, lab and lot blanks must also be analyzed. Blanks needed can be estimated as follows: (These are estimations, actual needs could vary +/- 10%)

(Sample)

<u>Type</u>	<u>Frequency</u>	<u>#filters</u>	
47mm F/T Blanks	All	208	(Approx. 1 per 10 samples)

<u>Type</u>	<u>Frequency</u>	<u>#filters</u>
8"x10" F/T Blanks	2 per quarter per sampler	40
47mm Lab Blanks	12 per year per sampler	132
8"x10" Lab Blanks	N/A	0
47mm Lot Blanks	2 per year per sampler	22
8"x10" Lot Blanks	1 per year	1

B.2.17. This Purchase Request (PR) solicits cost and work bids from persons interested in performing the tasks outlined herein.

**B.3. MINIMUM QUALIFICATIONS**

B.3.1. The contractor shall provide a description of the firm and its environmental consulting and analytical laboratory experience.

B.3.2. A bidder must have an existing facility in operation for spectral analysis of Pb-TSP filters using an EPA designated Federal Equivalent Method (FEM).

B.3.3. A bidder must have an existing Quality Assurance Project Plan for the analysis of PM2.5/PM10 in ambient air which supports the air quality program of at least one state, local, or Tribal Air Quality office.

B.3.4. A bidder must have an existing Quality Assurance Project Plan for the analysis of Pb-TSP in ambient air which supports the air quality program of at least one state, local, or Tribal Air Quality office.

**B.4. BID TERM**

B.4.1. The contract shall commence upon issuance of Notice of Award (PO) and end upon completion of project and payment of final invoice; subject to budgetary restrictions and availability of funds, but is renewable on an annual basis at the option of DEQ/AQD for a period of up to five (5) years.

B.4.2. The Contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the state agency until so notified in writing of the approval of the contract. The authorized procurement representative is the only individual who can transmit that approval to the contractor.

**B.5. BID TYPE**

B.1.1 Any ensuing contract resulting from this BID will be a firm fixed based fee and an as-needed basis contract.

**B.6. ADDITIONAL SERVICES**

B.7.1 DEQ may require additional items/duties of a similar nature, but not specifically listed in the contract.

B.7.2. The contractor agrees to provide such items/duties, and shall provide DEQ prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in this Bid.

B.7.2. If the price(s) offered are not acceptable to DEQ, and the situation cannot be resolved to the satisfaction of DEQ, DEQ reserves the right to procure those items from other vendors.

## **B.7. SUBMITTAL REQUIREMENTS**

B.7.1. Vendors shall submit

B.7.1.1. One (1) original and one (1) copy of their complete Bid

B.7.1.2. An original executed Non-Collusion Certification (Attached)

B.7.1.3. A list of references

B.7.1.4. A letter detailing the organizational experience dealing with environmental terminology and administrative proceedings, including the length of time they have provided the required services.

B.7.1.5. Conflict Disclosure – Include the name(s) of any employee or officer of the Oklahoma State Courts System who owns, directly or indirectly, an interest of 5% or more in the firm. Also, include the name(s) of any employee, officer, or agent of the firm that has any conflict of interest associated with this project.

B.7.1.6. A qualifying bidder must have an existing facility in operation for micro-gravimetric analysis of PM2.5 and PM10 filters (i.e. filter conditioning capabilities and weighing room) from EPA designated Federal Reference Method (FRM) samplers.

B.7.1.7. Summary of Litigation

B.8.1.7.1 Bidders must include a summary of all litigation (including bankruptcy cases) associated with providing the same products and/or services, management services or other services similar to those required in the BID.

B.7.1.7.1.1. Include past and present litigation in which the Bidder (under current and previous businesses and any person in this Bidder's current administration who will be responsible for the administration or operations related to providing these services) has been named a party, including state jurisdiction, case number and final disposition. Include all bankruptcy and negligence litigation, as well as criminal convictions relevant to these products and/or services.

B.7.1.7.1.2. Starting with the present and going back seven (7) years, list all information, including any litigation, pending or in-process. Litigation of personal issues not germane to the services herein (i.e. automobile not related to substance abuse, divorce, child custody or support) are not required.

B.7.1.7.1.3. If the Bidder does not have litigation history as described above, include a statement to that effect.

## B.8. INSURANCE

B.8.1. The Successful Bidder shall submit certificates of Insurance for coverage showing 1) general liability, 2) workers' compensation and 3) automobile insurance. All policies shall maintain coverage not less than the lawful minimum limits covering vendor's activities, those activities of any and all sub-contractors, and those activities of anyone directly or indirectly employed by contractor or sub-contractor or by anyone for whose acts any of them may be liable. All required coverage shall be maintained in full force and effect during the entire term of this Agreement.

B.8.2. Successful bidder shall provide proof of required insurance within seven (7) calendar days of award of contract or prior to any work being performed on the contract, whichever is earlier.

## B.9. INSPECTION, EVALUATION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the performance of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Project Coordinator or designee. DEQ may employ all reasonable means to ensure the work is satisfactory and being performed in compliance with the contract. Should the Project Coordinator determine that corrections or modifications are necessary in order to accomplish its intent; the Project Coordinator may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause DEQ to terminate the contract (in whole or in part). In this event, DEQ may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

## SCOPE OF WORK AND SPECIFICATIONS

### C. SCOPE OF WORK

C.1. The contractor shall function as a contract laboratory to conduct micro-gravimetric analysis of 47mm PM2.5 and PM10 filters.

C.1.1. The contractor shall also conduct spectral analysis of 8"x10" Pb-TSP filters. Such analyses shall NOT be subcontracted (unless necessitated by specific circumstances, and then only with the approval of DEQ/AQD) (See Item 5 under Additional Considerations).

C.1.2. For 47mm filters, this process includes pre-weight and post-weight of filters using a microbalance capable of  $\pm 1\mu\text{g}$  readability and repeatability, conditioning and equilibrating of filters, software development, archiving of filters, and calculation of particulate concentrations.

C.1.3. For spectral analysis of Pb-TSP samples, the approved FRM/FEM technique employed will determine what equipment is required.

C.1.4. All filter handling and analytical procedures as well as associated QA/QC measures shall be conducted by the contractor in accordance with EPA's regulatory requirements (40 CFR 50, Appendix L) and EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Vol. II, Ambient Air Quality Monitoring Program, EPA-454/B-13-003, May 2013.

## CONTRACTORS RESPONSIBILITIES

C.2. **Deliverables** All procedures must conform to the requirements of EPA-454/B-08-03 Dec, 08. These procedures are summarized below, but the more detailed guidance contained in this document must be followed. Full compliance is essential.

C.2.1. **47mm PM2.5 and PM10 Filters;** for this bid, all PM-10 filters will be processed, shipped and

handled using the more stringent PM2.5 filter handling procedures to avoid confusion.

- C.2.1.1. Upon receipt (from EPA or DEQ/AQD) by the contractor, filters shall be inspected, properly identified, and conditioned prior to determination of tare weights. An evaluation of filter mass stability shall also occur prior to determination of tare weights. A period of no more than 5 working days shall expire between the time filters are pre-weighed, and the time they are shipped to DEQ/AQD.
- C.2.1.2. Filters shall be tared, and applicable Quality Assurance (QA) procedures performed.
- C.2.1.3. Processed filters shall be loaded into uniquely identified packages, packaged in accordance with EPA requirements, and sent to DEQ/AQD in a quantity based on the number of samplers and sampling frequency used by the DEQ. The contractor, at a minimum, shall make filter shipments biweekly. Chain of custody documentation will be provided and maintained by the contractor.
- C.2.1.4. For transport of exposed filters, the contractor shall provide special shipping containers with an appropriate cooling medium, which demonstrates compliance with the EPA requirements. Minimum/maximum digital thermometers provided by the contractor shall be included in sample shipments for temperature monitoring.
- C.2.1.5. Initial expenses for acquisition of shipping containers, minimum/maximum thermometers, and the cooling medium may be included in the first contract year cost per sample calculation.
- C.2.1.6. Upon receipt at the contract laboratory, exposed filters shall be logged-in and placed in an appropriate conditioning environment within a reasonable time frame and as specified in the EPA requirements.
- C.2.1.7. Determination of gross weight and performance of appropriate QA procedures, including analysis of laboratory filter blanks, lot blanks, and field blanks shall occur at prescribed times as specified in the EPA requirements.
- C.2.1.8. The contract laboratory shall archive all exposed filter elements under conditions specified in the EPA requirements, for a minimum of one year. The contract laboratory may dispose of (i.e. discard in an appropriate manner) exposed filter elements that have been archived for at least one full year on December 31st. The contractor shall contact DEQ/AQD prior to filter disposal to determine if continued storage, additional analysis, or shipping to another facility is required for specific samples. If continued storage is not needed, samples may be disposed of by the contract laboratory.
- C.2.1.9. The contract laboratory shall commit to a sample turnaround time of five working days. For example, after the contract laboratory receives samples, samples must be logged, conditioned, weighed, and results calculated within five working days.
- C.2.1.10. At a minimum, analytical results (calculated PM2.5 values) and appropriate QA/QC results shall be reported electronically (on CD-ROM, via e-mail, or on secure ftp site) by the contractor to the DEQ/AQD Monitoring Section in US EPA Air Quality System (AQS) format on a monthly basis for the previous month's data. For example, on or before the last normal working day of June (2008), the DEQ/AQD should receive the data for the previous month of May (2008). Threshold of action limits are as follows:
- C.2.1.11. The contractor should notify a designated DEQ/AQD representative by e-mail immediately when a daily concentration of 35 micrograms/cubic meter or greater are observed on a PM2.5 filter or 150 micrograms/cubic meter or greater are observed on a PM10 filter. Each monthly report will include (for the year under consideration):
  - (1) 1st – 4th daily maximum values,
  - (2) 98th percentile annual value, and
  - (3) Annual mean concentration.

- C.2.1.12. For example, the monthly report for August 2008 will include these three summary values for the period January – August 2008. These shall be provided for each site using the calculations specified in CFR 40 Part 50, Appendix N (including rounding procedures).
- C.2.1.13. DEQ/AQD will provide all required QC data connected with the samplers to the contractor, along with the corresponding samples.
- C.2.1.14. The contractor shall coordinate with DEQ/AQD to develop an appropriate format for transfer of sample filter data to the contractor via CD-ROM or electronic transfer in a "CVS" file format labeled by Attachment B.
- C.2.1.15. The contractor will be responsible for developing and maintaining a computer program and database capable of storing all required sample data, generating all required reports, and AQD submission files in AQD format.
- C.2.1.16. The contractor will be notified of any changes as soon as they become available.
- C.2.1.17. Contractor shall comply with strict chain of custody requirements consistent with Quality Assurance Guidance Document "Model QA Project Plan for the PM2.5 Ambient Air Monitoring Program at State and Local Air Monitoring Stations", EPA-454/R-98-005 Apr98.

#### **C.2.2. 8" by 10" Pb-TSP Filters**

- C.2.2.1. The contractor will receive the exposed Pb-TSP filters from the AQD monitoring section within 2 weeks of the end of each quarter.
- C.2.2.2. The filter for each scheduled run day will be folded into a protective heavy-weight sheet and enclosed in a sample envelope. All pertinent information needed to analyze and report the results, such as sample duration, flow, etc., will be written on this envelope by the site operator.
- C.2.2.3. Upon receipt at the contract laboratory, exposed filters shall be logged-in and placed in an appropriate conditioning environment within a reasonable time frame and as specified in the EPA requirements (QA 2.12 – Table 7.1).
- C.2.2.4. After receipt of these samples, the contractor will have 30 days to analyze and report results to the AQD monitoring section. This report will include the Air Quality System (AQS) formatted submission file for Lead, Avg. Temperature, and Avg. Pressure for each 24-hour sample.
- C.2.2.5. DEQ/AQD will provide all required QC data connected with the samplers to the contractor, along with the corresponding samples. The contractor shall coordinate with DEQ/AQD to develop an appropriate format for transfer of sample filter data to the contractor via CD-ROM or electronic transfer in a "CVS" file format labeled by Attachment B.
- C.2.2.6. The contractor will be responsible for developing and maintaining a computer program and database capable of storing all required sample data, generating all required reports, and AQS submission files in AQS format. The vendor will be notified of any changes as soon as they become available.
- C.2.2.7. Contractor shall comply with strict chain of custody requirements consistent with Quality Assurance Guidance Document "Model QA Project Plan for the PM2.5 Ambient Air Monitoring Program at State and Local Air Monitoring Stations" (SLAMS), Section 12.0.

**C.2.2.7.1. Additional Considerations**

- C.2.2.7.2. Audits, replicate analyses, and field and laboratory blanks are required as part of the QA/QC procedures. The contractor shall conduct required audits and replicate analyses and prepare and certify necessary blanks as specified in the EPA requirements accordingly (QA 2.12 – Sec 7). Field blanks will be handled and charged to DEQ/AQD as routine samples.
- C.2.2.7.3. The contractor shall successfully participate in an EPA contract laboratory certification program, at such time as EPA establishes one. Any additional costs to the contractor resulting from this participation may be included in the cost per filter at the time of solicitation response.
- C.2.2.7.4. The contract laboratory shall archive all exposed filter elements under conditions specified in the EPA requirements listed above, for a minimum of one year.
- C.2.2.7.5. The contract laboratory may dispose of (i.e. discard in an appropriate manner) exposed filter elements that have been archived for at least one full year on December 31st.
- C.2.2.7.6. The contractor shall contact DEQ/AQD prior to filter disposal to determine if continued storage, additional analysis, or shipping to another facility is required for specific samples.
- C.2.2.7.7. If continued storage is not needed, samples may be disposed of by the contract laboratory

**C.3. SHIPPING**

- C.3.1. The contractor shall include shipping costs for tare (pre-weighed) filters and samples, as well as prepared shipping containers, as part of the cost bid. The contractor shall provide paid return shipping labels for the use of DEQ/AQD and it's authorized cooperating agencies to facilitate shipping of samples to the contractor's site. This may also be included in the cost per filter price.
- C.3.2. The contractor shall recondition and reweigh all unused filter elements that have exceeded the maximum of 30 days allowed between tare weight determination and exposure.
- C.3.3. If the contractor could have prevented the expiration of tared filters, then the contractor shall absorb the additional costs for shipping, handling, and re-taring the expired filter elements.
- C.3.4. If the expiration of tared filters is due to circumstances beyond the control of the contractor, then the additional costs for shipping, handling, and re-taring of each expired filter element shall be charged to DEQ/AQD at the rate of one-half of the cost per sample.
- C.3.5. Contractor will develop a working agreement with DEQ/AQD to keep the number of unused/expired filters to a minimum.
- C.3.6. Audits, replicate weighing, and field and laboratory blanks are required as part of the QA/QC procedures. The contractor shall conduct required audits and replicate weighing and prepare and certify necessary blanks as specified in the EPA requirements accordingly (QA 2.12 – Sec 7).
- C.3.7. Field blanks will be handled and charged to DEQ/AQD as routine samples.
- C.3.8. The contractor shall successfully participate in an EPA contract laboratory certification program, at such time as EPA establishes one.
- C.3.9. Any additional costs to the contractor resulting from this participation may be included in the cost per filter at the time of solicitation response.
- C.3.10. The contractor shall provide for chemical speciation or other special analyses of filter elements upon DEQ/AQD request.
- C.3.11. The contractor or a reputable subcontractor chosen by the contractor shall perform these special

analyses.

C.3.12. The applicable cost per sample shall be bid separately between DEQ/AQD and the contractor as the need for special analyses arises.

C.3.13. At the end of the contract period, the contractor shall, at the request of DEQ, ship any unused filter elements to a location of DEQ's choosing.

C.3.14. The cost of the shipment will be borne by the DEQ.

## **D. TIMELINE / SCHEDULE**

**D.1** The successful winner of the solicitation will be subject to the terms of the solicitation bid response submitted and accepted and the purchase order terms set forth below. A signed purchase order shall constitute the contract between the Oklahoma Department of Environmental Quality, herein referred to as DEQ, and the party to whom this bid is awarded, herein referred to as contractor under the authority of title 27a o.s. § 2-3-202. The following purchase order terms will be attached to the purchase order.

### **D.2. DURATION**

**D.2.1** It is anticipated that the contract resulting from the bid will commence on or about July 1, 2014 and terminates one (1) year from this date.

**D.2.1.** The contract resulting from this bid is for one (1) year, but has the option to renew on an annual basis at the option of DEQ/AQD for a period of up to five (5) years. The effective date shall be the controlling and commencement date.

**D.2.2.** This contract is subject to termination upon thirty (30) days advance written notice by DEQ. This contract is subject to termination upon thirty (30) days written notice by the contractor after the first six (6) months.

### **D.3. QUALIFICATIONS:**

**D.3.1.** The contractor shall provide a description of the firm and its environmental consulting and analytical laboratory experience.

**D.3.2.** To qualify, a bidder must have an existing facility in operation for micro-gravimetric analysis of PM2.5 and PM10 filters (i.e. filter conditioning capabilities and weighing room) from EPA designated Federal Reference Method (FRM) samplers.

**D.3.3.** A bidder must have an existing facility in operation for spectral analysis of Pb-TPS filters using an EPA designated Federal Equivalent Method (FEM). A bidder must have an existing quality assurance project plan for the analysis of PM2.5/PM10 in ambient air which supports the Air Quality program of at least one state, local, or Tribal Air Quality office. A bidder must have an existing quality assurance project plan for the analysis of Pb-TPS in ambient air which supports the Air Quality program of at least one state, local, or Tribal Air Quality office.

## **E. INVOICES/PAYMENT**

The contractor/vendor shall be paid promptly after the vendor provides a properly completed invoice to the DEQ for work completed, as described in an agreed-upon timeline. In no case shall payments be paid more than once monthly. These monthly invoices are to cover expenses and services rendered during the previous month. The remaining balance shall be paid after the vendor provides a properly completed invoice to the DEQ after the DEQ acceptance of a final report and recommendation(s) for this study.

- E.1.** The contractor shall be fully independent in performing the services and shall not act as an agent, employee, partner, or joint venture of the DEQ. The contractor shall not be entitled to any benefits or other entitlements accruing to DEQ employees. The contractor agrees to hold the DEQ harmless from any claims, demands of other contractor's agents, employees, or sub-contractors in the performance of this contract.
- E.2.** The contractor shall comply with applicable federal and state worker's compensation and occupational disease status. If applicable, an "Application for Certificate of Non-Coverage" under the "Worker's Compensation Act" shall be attached hereto.
- E.3.** The contractor must execute an affidavit attesting that no payment or donation has been made directly or indirectly to any elected or appointed official, officer, or employee of the State of Oklahoma or its political subdivision, nor waived payment of any money or other thing of value to obtain this, or other agreements.
- E.4.** Notice: All notices or other communication shall be by letter, telephone or facsimile machine. All notices given by telephone or facsimile shall be confirmed in writing within ten (10) days of such notice. All written notices, excluding invoices, must be forwarded to one of the following applicable addresses by certified mail:
- TO DEQ: Department of Environmental Quality  
Administrative Services  
PO Box 1677  
Oklahoma City, Ok 73101-1677
- E.5.** Severability: The provisions of this contract are severable, and if any part or provision hereof shall be held void, it shall not be deemed to render any other provisions void or affect or impair the effectiveness of other parts or provisions.
- E.6.** Audit: All data generated, gathered, or referenced by the contractor in partial fulfillment of this project shall be submitted to and become the property of DEQ.
- E.7.** Copies of all documents, reports, and other sources of information gathered or referenced by the contractor in partial fulfillment of this project shall be submitted to DEQ upon request. Further, DEQ maintains the right to conduct a site visit and inspect contractor laboratories and sample preparation facilities at any reasonable time during normal business hours.
- E.8.** The contractor agrees to provide the DEQ with a copy of any audit by a state or federal agency that pertains to this contract.

## **F. EVALUATION**

### **F.1. BASIS FOR CONTRACT AWARD**

The contract award shall be based upon the lowest and best most Responsive and Responsible Bid. DEQ may consider the past performance of the Bidder on other contracts with DEQ or other entities. DEQ reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

## **G. INSTRUCTIONS TO SUPPLIER**

### **G.1. PRE-BID INFORMATION AND QUESTIONS**

Bidders are advised to review this document in its entirety and to rely only upon the contents of this BID and accompanying documents and any written clarifications or addenda issued by DEQ.

G.1.1. DEQ IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS. If a Bidder finds a discrepancy, error, or omission in the BID document, the Bidder is requested to promptly notify the Procurement Contact noted on the Cover Page of this BID, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing by the Pre-Bid Question Deadline.

### **G.2. BID MODIFICATIONS/ADDENDA**

Clarifications or modifications may be made to this solicitation at the discretion of DEQ. Any and all addenda issued by DEQ will be posted as noted on the cover page of this BID.

H.2.1 It is the responsibility of the bidder to obtain any issued addenda and to acknowledge the addenda on the Bid Form. If any changes are made to this solicitation document by any party other than DEQ, the original document in the DEQ files takes precedence.

### **G.3. EXCEPTIONS**

Bidder shall clearly identify any proposed deviations from the language in the Request for Bids (including its Terms and Conditions).

G.3.1. Each exception must be clearly defined and referenced to the proper paragraph in this BID or its Terms and Conditions.

G.3.2. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. In the absence of such noted exceptions, DEQ will assume complete conformance with this specification and the successful bidder will be required to perform accordingly.

G.3.3. Bids not meeting all requirements may be rejected. Bids taking exception to material terms and conditions (i.e. indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered.

G.3.4. DEQ reserves the right to accept or to allow the bidder to withdraw any or all exceptions.

### **G.4. CANCELLATION OF BID**

DEQ reserves the right to cancel this solicitation, in whole or in part, as well as reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the agency that the best interest of DEQ will be served by so doing.

H.1. If the solicitation is cancelled or all bids are rejected by DEQ, a notice will be posted on the DEQ website.

**G.5. BID SIGNATURES**

Bids must be signed in ink by an authorized official of the bidder.

**G.6. NO BID RESPONSE**

Bidders who receive this BID, but who do not submit a bid, should return this BID cover page stating the reason(s) for not responding.

**G.7. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that DEQ may, at any time, secure similar or identical services at its sole option.

**H. CHECKLIST**

NONE

**I. BID PRICE SHEET**

I.1. Attached bid price sheet

**J. OTHER**

J.1. Attachment A – Certification for Competitive Bid and Contract

## K. Responding Bidder Information Form

"Certification for Competitive Bid and Contract" (see Attachment A) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # \_\_\_\_\_

### 2. Bidder General Information:

FEI / SSN: \_\_\_\_\_ VEN 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:

\_\_\_ YES – Permit #: \_\_\_\_\_ \_\_\_ NO – Exempt pursuant to Oklahoma Laws or Rules

### 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 DEQ with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

\_\_\_ YES – include a certificate of insurance with the bid

\_\_\_ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

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

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

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers%20Compensation%20Information.html)

## K.1. Verification of Minimum Qualifications Form

**Failure to complete this form or provide the required information for verification of minimum qualifications will result in your Bid being deemed nonresponsive and rejected without further evaluation.**

Note Each Bidder must submit information that substantiates how they meet each of the minimum qualifications listed in this ITB.

Attach a letter documenting the Bidder(s) meet the minimum qualifications in the ITB.

REFERENCES (Complete or attach separate sheet)

**Verification: Provide references contact information or documentation that show you (or your subcontractor) meet the minimum qualification.**

Company (that performed work): \_\_\_\_\_

Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contract Start/Expiration Dates: \_\_\_\_\_

Company (that performed work): \_\_\_\_\_

Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contract Start/Expiration Dates: \_\_\_\_\_

Company (that performed work): \_\_\_\_\_

Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contract Start/Expiration Dates: \_\_\_\_\_

## BID FORM

**Failure to submit a signature binding the offer with your Bid shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.**

### OFFER

#### TO: DEPARTMENT OF ENVIRONMENTAL QUALITY:

A. The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Bid.

#### ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Bidders, Offer and Form of Agreement, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

#### OBLIGATION:

The undersigned, by submission of this Bid Form, hereby agrees to be obligated, if selected as the contractor, to provide the stated goods and/or services to DEQ, for the term as stated herein, and to enter into an agreement with DEQ, in accordance with the Conditions, Scope and Terms, as well as the Form of Agreement, together with any written addendum as specified above.

#### COMPLIANCE:

B. By submitting this Bid Form, the bidder represents that: 1) the bidder is in compliance with any applicable provisions of the State of Oklahoma Ethics Laws, and 2) if awarded a contract to provide the Construction, Goods or Services required in the BID, the bidder will comply with the State Ethics Laws.

#### NONCOLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this bid is made without collusion with any other business making any other bid, or which otherwise would make a bid.

#### BID PRICE:

The undersigned agrees to abide by the pricing contained on the Price and Cost Form.

**No Bid shall be accepted which has not been signed:**

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address (NO PO BOX ALLOWED)

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

E-mail: \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of DEQ Administrative Services Director

\_\_\_\_\_  
Date

For clarification of this offer, contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

## I.1. BID PRICE SHEET

ITEM	FY15	FY16	FY17	FY18	FY19
Determination of PM2.5 by 40 CFR 50 App. L, Data management, 1 yr Archive					
Determination of PM2.5 by 40 CFR 50 App. L - Tare only					
Determination of PM10 by 40 CFR 50 App. O, Data management, 1 yr archive					
Determination of PM10 by 40 CFR 50 App. O - Tare only					
Determination of Pb by EQL-0310-189					
SHIPPING					