



Invitation to Bid
2920000200
For
CALIBRATION GASSES AND CYLINDERS RENTAL

Issue Date: JUNE 8, 2015

Pre-Bid Conference: NONE

Pre-Bid Question
Response Due Date: JUNE 12, 2015 11:59 PM Central Time
Email: DEQPro@deq.ok.gov
(Reference ITB No. 2920000200 in all e-mails)
All questions are to be submitted in writing before the deadline.

Bid Response Deadline: JUNE 22, 2015 2:00 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
SEALED BIDS ONLY. Email and Fax responses will not be accepted.

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

DESCRIPTION: Bids are being solicited for the purpose of contracting for calibration gasses and cylinders rental to be provided on an as-needed basis.

This solicitation may be downloaded by visiting the State of Oklahoma DEQ website at: www.DEQ.state.ok.us.

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A. GENERAL PROVISIONS

A.1. DEFINITIONS

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, 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 proposal, 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 proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.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/proposal 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 proposal 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.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.24.2.1. 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, 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.24.3. 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.

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, proposals will be evaluated and any resultant contract(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 contract award.

B.2. PURPOSE

The purpose of this Invitation to Bid (ITB) is to obtain competitive bids from qualified bidders to provide DEQ with Calibration Gasses. DEQ uses the gasses to calibrate and quality assure the Air Pollution data collected by the Air Quality Division's continuous monitoring sites located throughout the State of Oklahoma.

B.3. ISSUING OFFICE

B.3.1. The Department of Environmental Quality Purchasing Division issues this ITB on behalf of the Oklahoma Department of Environmental Quality's Air Quality Division. All contact regarding this ITB (unless notified otherwise), including bidder's response, is to be directed to the DEQ Contracting Officer listed on the Cover Page.

B.3.2. Vendor shall make no attempt to contact DEQ employees or its Board Members regarding this solicitation prior to contract award. Failure to adhere to this requirement may result in disqualification.

B.3.3. Any contract resulting from this solicitation shall be administered and issued by the DEQ.

B.3.4. All notices required or permitted under the resulting contract or agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail.

B.4. MINIMUM QUALIFICATIONS

The successful bidder (Contractor) must meet the following minimum qualifications:

B.4.1. Bidder must be a participant of Environmental Protection Agency Protocol Gas Verification Program (PGVAP).

B.4.2. Bidder must be in the business of providing gasses for a minimum of three (3) years.

B.4.3. Bidder must have provided calibration gasses to at least three (3) clients of a similar size.

B.5. CONTRACT TERM

B.5.1. It is anticipated that the contract will begin on/or about JULY 1, 2015 and continue through June 30, 2016, with four (4) one-year renewal options. DEQ reserves the right to extend the contract for four (4) additional one (1) year terms providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the DEQ Executive Director or designee.

B.5.2. 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.6. CONTRACT TYPE

- B.6.1. Bidders must be able to bid all items listed on the Pricing Form. Incomplete or partial bids will be eliminated from the bidding process and not considered for any further evaluations.
- B.6.2. Any ensuing contract resulting from this ITB will be on an as-needed basis and will be a Firm Fixed Fee and Firm Fixed Hourly Rate contract.

B.7. INDEFINITE AMOUNT / INDEFINITE QUANTITY

- B.7.1.1. The resulting contract shall be an "Indefinite Quantity" contract and does not obligate DEQ to any specific amount or quantity. The quantities shown in this document are estimates only listed solely for the purpose of comparing bids, and DEQ reserves the right to increase or decrease amounts as circumstances may require.

B.8. SUBMITAL REQUIREMENTS

B.8.1. Bidders shall submit:

- B.8.1.1. One (1) original complete Bid
- B.8.1.2. An original executed Non-Collusion Certification (Attached);
- B.8.1.3. A detailed description of corrective actions taken, and test results showing that the problem had been identified and corrected. Applicable only if test results showed unsatisfactory results.
- B.8.1.4. Completed Pricing Forms
- B.8.1.5. Total Bid Price
- B.8.1.6. Signed Responding Bidder Information Form.

B.9. INSURANCE

- B.9.1.1. 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 subcontractor 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.9.1.2. 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.

C. SCOPE OF WORK AND SPECIFICATIONS

C.1. SCOPE OF WORK

C.1.1. GENERAL INFORMATION

Gas cylinder must be produced using stringent EPA and NIST protocols and are certified for 3-8 years, except for Nitrogen, Hydrogen and Ultra-Pure Air which do not expire. We currently have 39 gas cylinders: 19 cylinders deployed at monitoring sites throughout Oklahoma, 4 reserved for QA, 9 cylinders for Toxics monitoring, and 7 reserved for Lab/Backup:

TYPE OF GAS	OKC LOCATION	TULSA LOCATION	OTHER LOCATIONS	TOXICS	EXPIRES
SO2	1	3	2	0	4 YEARS
SO2 TRACE	0	1	1	0	4 YEARS
H2S	0	2	1	0	3 YEARS
CO	1	0	0	0	8 YEARS
CO TRACE	0	1	1	0	3 YEARS
NO	2	1	0	0	3 YEARS
NO TRACE	0	0	0	0	3 YEARS
CALIB MIX	0	0	0	1	8 YEARS
N2	0	0	0	2	INDEFINITE
H2	0	0	0	2	INDEFINITE
AIR	0	0	0	2	INDEFINITE

These cylinders must be monitored constantly to ensure that EPA requirements are met.

C.1.2. CONTRACTOR RESPONSIBILITIES:

- C.1.2.1. The successful bidder (Contractor) must provide all labor, material, supplies, equipment, and delivery, necessary to provide DEQ with calibration gasses. The prices bid must be all-inclusive and additional items will not be allowed to be billed separately.
- C.1.2.2. The Contractor his/her/its officers, employees, and independent contractors will be required to do the following:
 - C.1.2.2.1. Must provide the cylinder size specified and must be delivered within 60 days after receipt of order.
 - C.1.2.2.2. Must provide the regulator size specified and items must be delivered within 15 days after receipt of order
 - C.1.2.2.3. If a Contractor had any unsatisfactory results in the AA-PGVP 2013 Report 4/2014, a detailed description of corrective actions taken, and test results showing that the problem had been identified and corrected must be provided. This report is located at: <http://www.epa.gov/ttn/amtic/files/ambient/qaqc/aagvp2013report.pdf>

C.1.2.2.4. Contractor must comply with 40 CFR Part 58, Appendix A:

2.6 Gaseous and Flow Rate Audit Standards. Gaseous pollutant concentration standards (permeation devices or cylinders of compressed gas) used to obtain test concentrations for CO, SO₂, NO, and NO₂ must be traceable to either a National Institute of Standards and Technology (NIST) Traceable Reference Material (NTRM), NIST Standard Reference Materials (SRM) and Netherlands Measurement Institute (NMI) Primary Reference Materials (valid as covered by Joint Declaration of Equivalence) or a NIST-certified Gas Manufacturer's Internal Standard (GMIS), certified in accordance with one of the procedures given in reference 4 of this appendix. Vendors advertising certification with the procedures provided in reference 4 of this appendix and distributing gases as "EPA Protocol Gas" must participate in the EPA Protocol Gas Verification Program or not use "EPA" in any form of advertising.

C.1.3. GENERAL CONTRACT REQUIREMENTS:

C.1.3.1. All gasses must be available for use within ninety (90) days after the date of award.

C.1.3.2. Produce EPA Protocol Calibration Gas IAW EPA/600/R-12/531 as revised in May 2012, known hereafter as the Green Book (GB). The gases desired are listed in bid section H.

C.1.3.3. Cylinder Pick-up and Return:

C.1.3.3.1. Pick-up and return of all expired, empty, or un-needed cylinders must be included in the bid price and will not be allowed to be billed separately

C.1.3.3.2. This service must be provided on a minimum of a monthly basis. Bidders shall submit a statement of how this service will be accomplished.

C.1.3.4. Pricing:

C.1.3.4.1. Bids must include all shipping and Hazmat Charges.

C.1.3.4.2. Initial set-up cost and fees must be provided in the proposed bid price for the initial award year, if applicable. Fees and cost not provided on the Pricing Form will not be allowed to be billed.

C.1.3.4.3. Travel/expenses: Travel and delivery charges at the expense of the Contractor and shall be included in the proposed by the Contractor, if applicable.

C.1.3.5. Shipping

C.1.3.5.1. Bid price shall include all deliveries F.O.B. Destination. Destination shall mean delivered to the receiving dock or point specified in the purchase order. The State assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. Contractors shall be responsible for filling, processing, and collecting all damage claims

C.1.3.5.2. All shipments must be pre-approved before sending.

C.2. MINIMUM SPECIFICATIONS

C.2.1.1. Gas cylinders must be produced using stringent EPA and National Institute of Standards and Technology (NIST) protocols and are certified for 3-8 years, except for Nitrogen, Hydrogen, and Ultra-Pure Air which do not expire.

C.2.1.2. N-PropylNitrate cylinders must be certified for accuracy.

- C.2.1.3. Other cylinders must be traceable to NIST standard reference material using EPA Protocol G-1 non-dilution.
- C.2.1.4. All supplied gasses must be certified within 1 ppm of normal value.
- C.2.1.5. Each cylinder must be labeled EPA Protocol Gas, showing the certified concentration and expiration date.
- C.2.1.6. Cylinders must be certified per the code of Federal Regulations (40 CFR, CH 1, PT. 50, APP. F) AND NO_x value must be certified and printed on the label
- C.2.1.7. Gases provided must be from a production site and listed in the "2015 EPA Emission Protocol Gas Verification Program Participants". This document is located at: <http://www.epa.gov/airmarkets/participants/PGVP-historical.html>

NOTE: Industry emissions monitoring requires this in 40 CFR 75.21(g)(6) and (7). DEQ believes air quality monitoring calibration gases conform to these same restrictions.
- C.2.1.8. Each cylinder provided must have certification documentation affixed which meets the GB requirements of Sec. 2.1.7, Pgs. 26-32.
- C.2.1.9. Total oxides of Nitrogen must be reported for NO protocol gas cylinders. The NO_x concentration must be less than 1 ppm more than the NO concentration.

D. EVALUATION

D.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.

E. INSTRUCTIONS TO SUPPLIER

E.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 ITB and accompanying documents and any written clarifications or addenda issued by DEQ. DEQ IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS. If a Bidder finds a discrepancy, error, or omission in the ITB document, the Bidder is requested to promptly notify the Procurement Contact noted on the Cover Page of this ITB, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing by the Pre-Bid Question Deadline. No contact with other DEQ employees, officers or Board members regarding

E.2. ITB 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 ITB. 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.

E.3. EXCEPTIONS

Bidder shall clearly identify any proposed deviations from the language in the Request for Bids (including its Terms and Conditions). Each exception must be clearly defined and referenced to the proper paragraph in this ITB or its Terms and Conditions. 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. 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. DEQ reserves the right to accept or to allow the bidder to withdraw any or all exceptions.

E.4. CANCELLATION OF ITB

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

E.5. BID SIGNATURES

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

E.6. NO ITB RESPONSE

Bidders who receive this ITB but who do not submit a bid should return the cover page of this package stating "No Bid" and the reason(s) for not responding.

E.7. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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.

F. CHECKLIST

None

G. OTHER

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

G.3. 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 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.)²

Authorized Signature Date

Printed Name Title

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

² For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

H. PRICE AND COST

Failure to complete this form and submit with your Bid shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

H.1. PRICING FORM(S)

PRICING: Review the Scope of Work and Specifications within and provide a ***firm fixed fee**. The price bid shall be all inclusive which means that all related expenses, including shipping, travel and hazardous materials fees, etc. shall be factored into the unit prices below. Bidders must complete all pages of the Pricing Forms in its entirety.

PRICING Initial Award:

ITEM	DESCRIPTION	QTY	X	UNIT PRICE	UOM	=	EXTENDED TOTAL ESTIMATED
1	RENTAL: CYLINDER RATE/DAY; NO DEPOSIT	32	x	\$	YEAR	=	\$
2	Nitrix Oxide in Nitrogen: NITRIC OXIDE IN NITROGEN, 50-55 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	6	x	\$	DAY	=	\$
3	Solphur Dioxide in Nitrogen: SULPHUR DIOXIDE IN NITROGEN, 40-45 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	8	x	\$	DAY	=	\$
4	Carbon Monoxide in Air: CARBON MONOXIDE IN AIR, 900-999 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	3	x	\$	DAY	=	\$
5	Hydrogen Sufide in Nitrogen: HYDROGEN SULFIDE IN NITROGEN, 40-45 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	6	x	\$	DAY	=	\$
6	Nitric Oxide in Nitrogen: NITRIC OXIDE IN NITROGEN, 10-25 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	5	x	\$	DAY	=	\$
7	Sulphur Dioxide in Nitrogen: SULPHUR DIOXIDE IN NITROGEN, 10-15 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	5	x	\$	DAY	=	\$
8	Carbon Monoxide in Air: CARBON MONOXIDE IN AIR, 200-300 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT) . . *FOR ITEM #S 2-8 SIZE 7 AL MAY BE SUBSTITUTED UPON DEQ'S REQUEST AT THE SAME PRICE	5	x	\$	DAY	=	\$

9	Stainless Steel Regulator: STAINLESS STEEL, TWO-STAGE 2-75 PSI REGULATOR, MODEL M215B CGA 330, 660, 590, 350, 580	4	x	\$	DAY	=	\$	
10	Rental - <u>Toxics Cylinders</u> : CYLINDER RATE/DAY; NO DEPOSIT	38	x	\$	YEAR	=	\$	
11	Ultra-Zero Ambient Monitoring Zero Air Cylinder: ULTRA-ZERO AMBIENT MONITORING ZERO AIR CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	20	x	\$	DAY	=	\$	
12	Ultra-High Purity Hydrogen Gas: ULTRA-HIGH PURITY HYDROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	8	x	\$	DAY	=	\$	
13	Ultra-Hight Purity Nitrogen Gas: ULTRA-HIGH PURITY NITROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	8	x	\$	DAY	=	\$	
14	Ultra-High Purity Nitrogen Gas: ULTRA-HIGH PURITY NITROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	2	x	\$	DAY	=	\$	
15	Shipping, Handling Charges	1	X	\$	YEAR	=	\$	
16	Hazmat Charges	1	x	\$	YEAR	=	\$	
TOTAL ESTIMATE BID PRICE YEAR 1:								\$

PRICING FORM(S) Continued

OPTION 1 - YEAR 2:

ITEM	DESCRIPTION	QTY	X	UNIT PRICE	UOM	=	EXTENDED TOTAL ESTIMATED
1	RENTAL: CYLINDER RATE/DAY; NO DEPOSIT	32	x	\$	YEAR	=	\$
2	Nitrix Oxide in Nitrogen: NITRIC OXIDE IN NITROGEN, 50-55 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	6	x	\$	DAY	=	\$
3	Solphur Dioxide in Nitrogen: SULPHUR DIOXIDE IN NITROGEN, 40-45 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	8	x	\$	DAY	=	\$
4	Carbon Monoxide in Air: CARBON MONOXIDE IN AIR, 900-999 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	3	x	\$	DAY	=	\$
5	Hydrogen Sufide in Nitrogen: HYDROGEN SULFIDE IN NITROGEN, 40-45 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	6	x	\$	DAY	=	\$
6	Nitric Oxide in Nitrogen: NITRIC OXIDE IN NITROGEN, 10-25 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	5	x	\$	DAY	=	\$
7	Sulphur Dioxide in Nitrogen: SULPHUR DIOXIDE IN NITROGEN, 10-15 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	5	x	\$	DAY	=	\$
8	Carbon Monoxide in Air: CARBON MONOXIDE IN AIR, 200-300 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT). . *FOR ITEM #S 2-8 SIZE 7 AL MAY BE SUBSTITUTED UPON DEQ'S REQUEST AT THE SAME PRICE	5	x	\$	DAY	=	\$
9	Stainless Steel Regulator: STAINLESS STEEL, TWO-STAGE 2-75 PSI REGULATOR, MODEL M215B CGA 330, 660, 590, 350, 580	4	x	\$	DAY	=	\$
10	Rental - <u>Toxics Cylinders</u> : CYLINDER RATE/DAY; NO DEPOSIT	38	x	\$	YEAR	=	\$
11	Ultra-Zero Ambient Monitoring Zero Air Cylinder: ULTRA-ZERO AMBIENT MONITORING ZERO AIR CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	20	x	\$	DAY	=	\$
12	Ultra-High Purity Hydrogen Gas: ULTRA-HIGH PURITY HYDROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	8	x	\$	DAY	=	\$
13	Ultra-Hight Purity Nitrogen Gas: ULTRA-HIGH PURITY NITROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	8	x	\$	DAY	=	\$

14	Ultra-High Purity Nitrogen Gas: ULTRA-HIGH PURITY NITROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	2	x	\$	DAY	=	\$	
15	Shipping, Handling Charges	1	X	\$	YEAR	=	\$	
16	Hazmat Charges	1	x	\$	YEAR	=	\$	
TOTAL ESTIMATE BID PRICE YEAR 1:								\$

PRICING FORM(S) Continued

OPTION 2 - YEAR 3:

ITEM	DESCRIPTION	QTY	X	UNIT PRICE	UOM	=	EXTENDED TOTAL ESTIMATED
1	RENTAL: CYLINDER RATE/DAY; NO DEPOSIT	32	x	\$	YEAR	=	\$
2	Nitrix Oxide in Nitrogen: NITRIC OXIDE IN NITROGEN, 50-55 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	6	x	\$	DAY	=	\$
3	Solphur Dioxide in Nitrogen: SULPHUR DIOXIDE IN NITROGEN, 40-45 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	8	x	\$	DAY	=	\$
4	Carbon Monoxide in Air: CARBON MONOXIDE IN AIR, 900-999 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	3	x	\$	DAY	=	\$
5	Hydrogen Sufide in Nitrogen: HYDROGEN SULFIDE IN NITROGEN, 40-45 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	6	x	\$	DAY	=	\$
6	Nitric Oxide in Nitrogen: NITRIC OXIDE IN NITROGEN, 10-25 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	5	x	\$	DAY	=	\$
7	Sulphur Dioxide in Nitrogen: SULPHUR DIOXIDE IN NITROGEN, 10-15 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	5	x	\$	DAY	=	\$
8	Carbon Monoxide in Air: CARBON MONOXIDE IN AIR, 200-300 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT). . *FOR ITEM #S 2-8 SIZE 7 AL MAY BE SUBSTITUTED UPON DEQ'S REQUEST AT THE SAME PRICE	5	x	\$	DAY	=	\$
9	Stainless Steel Regulator: STAINLESS STEEL, TWO-STAGE 2-75 PSI REGULATOR, MODEL M215B CGA 330, 660, 590, 350, 580	4	x	\$	DAY	=	\$
10	Rental - <u>Toxics Cylinders</u> : CYLINDER RATE/DAY; NO DEPOSIT	38	x	\$	YEAR	=	\$
11	Ultra-Zero Ambient Monitoring Zero Air Cylinder: ULTRA-ZERO AMBIENT MONITORING ZERO AIR CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	20	x	\$	DAY	=	\$
12	Ultra-High Purity Hydrogen Gas: ULTRA-HIGH PURITY HYDROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	8	x	\$	DAY	=	\$
13	Ultra-Hight Purity Nitrogen Gas: ULTRA-HIGH PURITY NITROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	8	x	\$	DAY	=	\$

14	Ultra-High Purity Nitrogen Gas: ULTRA-HIGH PURITY NITROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	2	x	\$	DAY	=	\$	
15	Shipping, Handling Charges	1	X	\$	YEAR	=	\$	
16	Hazmat Charges	1	x	\$	YEAR	=	\$	
TOTAL ESTIMATE BID PRICE YEAR 1:								\$

PRICING FORM(S) Continued

OPTION 3 - YEAR 4:

ITEM	DESCRIPTION	QTY	X	UNIT PRICE	UOM	=	EXTENDED TOTAL ESTIMATED
1	RENTAL: CYLINDER RATE/DAY; NO DEPOSIT	32	x	\$	YEAR	=	\$
2	Nitrix Oxide in Nitrogen: NITRIC OXIDE IN NITROGEN, 50-55 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	6	x	\$	DAY	=	\$
3	Solphur Dioxide in Nitrogen: SULPHUR DIOXIDE IN NITROGEN, 40-45 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	8	x	\$	DAY	=	\$
4	Carbon Monoxide in Air: CARBON MONOXIDE IN AIR, 900-999 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	3	x	\$	DAY	=	\$
5	Hydrogen Sufide in Nitrogen: HYDROGEN SULFIDE IN NITROGEN, 40-45 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	6	x	\$	DAY	=	\$
6	Nitric Oxide in Nitrogen: NITRIC OXIDE IN NITROGEN, 10-25 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	5	x	\$	DAY	=	\$
7	Sulphur Dioxide in Nitrogen: SULPHUR DIOXIDE IN NITROGEN, 10-15 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	5	x	\$	DAY	=	\$
8	Carbon Monoxide in Air: CARBON MONOXIDE IN AIR, 200-300 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT). . *FOR ITEM #S 2-8 SIZE 7 AL MAY BE SUBSTITUTED UPON DEQ'S REQUEST AT THE SAME PRICE	5	x	\$	DAY	=	\$
9	Stainless Steel Regulator: STAINLESS STEEL, TWO-STAGE 2-75 PSI REGULATOR, MODEL M215B CGA 330, 660, 590, 350, 580	4	x	\$	DAY	=	\$
10	Rental - Toxics Cylinders : CYLINDER RATE/DAY; NO DEPOSIT	38	x	\$	YEAR	=	\$
11	Ultra-Zero Ambient Monitoring Zero Air Cylinder: ULTRA-ZERO AMBIENT MONITORING ZERO AIR CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	20	x	\$	DAY	=	\$
12	Ultra-High Purity Hydrogen Gas: ULTRA-HIGH PURITY HYDROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	8	x	\$	DAY	=	\$
13	Ultra-Hight Purity Nitrogen Gas: ULTRA-HIGH PURITY NITROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	8	x	\$	DAY	=	\$

14	Ultra-High Purity Nitrogen Gas: ULTRA-HIGH PURITY NITROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	2	x	\$	DAY	=	\$	
15	Shipping, Handling Charges	1	X	\$	YEAR	=	\$	
16	Hazmat Charges	1	x	\$	YEAR	=	\$	
TOTAL ESTIMATE BID PRICE YEAR 1:								\$

PRICING FORM(S) Continued

OPTION 4 - YEAR 5:

ITEM	DESCRIPTION	QTY	X	UNIT PRICE	UOM	=	EXTENDED TOTAL ESTIMATED
1	RENTAL: CYLINDER RATE/DAY; NO DEPOSIT	32	x	\$	YEAR	=	\$
2	Nitrix Oxide in Nitrogen: NITRIC OXIDE IN NITROGEN, 50-55 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	6	x	\$	DAY	=	\$
3	Solphur Dioxide in Nitrogen: SULPHUR DIOXIDE IN NITROGEN, 40-45 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	8	x	\$	DAY	=	\$
4	Carbon Monoxide in Air: CARBON MONOXIDE IN AIR, 900-999 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	3	x	\$	DAY	=	\$
5	Hydrogen Sufide in Nitrogen: HYDROGEN SULFIDE IN NITROGEN, 40-45 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	6	x	\$	DAY	=	\$
6	Nitric Oxide in Nitrogen: NITRIC OXIDE IN NITROGEN, 10-25 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	5	x	\$	DAY	=	\$
7	Sulphur Dioxide in Nitrogen: SULPHUR DIOXIDE IN NITROGEN, 10-15 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT)	5	x	\$	DAY	=	\$
8	Carbon Monoxide in Air: CARBON MONOXIDE IN AIR, 200-300 PPM, NIST TRACEABLE; SIZE BL (APPROX 7.25" DIAMETER, 32.9" HEIGHT). . *FOR ITEM #S 2-8 SIZE 7 AL MAY BE SUBSTITUTED UPON DEQ'S REQUEST AT THE SAME PRICE	5	x	\$	DAY	=	\$
9	Stainless Steel Regulator: STAINLESS STEEL, TWO-STAGE 2-75 PSI REGULATOR, MODEL M215B CGA 330, 660, 590, 350, 580	4	x	\$	DAY	=	\$
10	Rental - Toxics Cylinders : CYLINDER RATE/DAY; NO DEPOSIT	38	x	\$	YEAR	=	\$
11	Ultra-Zero Ambient Monitoring Zero Air Cylinder: ULTRA-ZERO AMBIENT MONITORING ZERO AIR CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	20	x	\$	DAY	=	\$
12	Ultra-High Purity Hydrogen Gas: ULTRA-HIGH PURITY HYDROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	8	x	\$	DAY	=	\$
13	Ultra-Hight Purity Nitrogen Gas: ULTRA-HIGH PURITY NITROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	8	x	\$	DAY	=	\$

14	Ultra-High Purity Nitrogen Gas: ULTRA-HIGH PURITY NITROGEN GAS CYLINDER SIZE AL (APPROX 8" DIAMETER, 64.8" HEIGHT)	2	x	\$	DAY	=	\$	
15	Shipping, Handling Charges	1	x	\$	YEAR	=	\$	
16	Hazmat Charges	1	x	\$	YEAR	=	\$	
TOTAL ESTIMATE BID PRICE YEAR 1:								\$

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 ITB, 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: _____



State of Oklahoma
 Department of Environmental Quality
 Contracting & Acquisitions Unit

Certification for Competitive
 Bid and/or Contract
 (Non-Collusion Certification)

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.

Solicitation or Purchase Order #: _____

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 efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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