



1. Solicitation #: 2920000221

2. Solicitation Issue Date: 06-21-2017

3. Brief Description of Requirement:

**REQUEST FOR PROPOSALS: CALIBRATION GASSES SERVICES**

All questions regarding this solicitation shall be submitted in writing and are to be emailed to no later than **5:00 PM CDT Wednesday, June 28, 2017**. Questions are to be emailed to **Kendall.Kelton@deq.ok.gov**. Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.

**NOTICE:** Please note that no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of Contractors without pricing.

4. Response Due Date<sup>1</sup>: JULY 7, 2017

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

U.S. Postal Delivery Address: Post Office Box 1677

Oklahoma City, OK 73101-1677

Common Carrier Delivery Address: 707 N Robinson

Oklahoma City, OK 73102

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: Kendall Kelton  
Phone: 405-702-1166  
Email: Kendall.Kelton@deq.ok.gov

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



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

1. RE: Solicitation # 2920000221

2. Bidder General Information:

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

Supplier ID: \_\_\_\_\_

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

3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Contact Title: \_\_\_\_\_

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

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

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

Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>3</sup>:

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: \_\_\_\_\_

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

6. Workers' Compensation Insurance Coverage:

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

YES – Include 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. 2011, § 311 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>4</sup>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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

Agency Name: DEPARTMENT OF ENVIRONMENTAL QUALITY Agency Number: 29200

Solicitation or Purchase Order #: 2920000221

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

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

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency 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 procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency 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 procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

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

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the **Oklahoma Department of Environmental Quality** located at **707 N Robinson**  
Oklahoma City, OK 73102 at the time and date specified in the solicitation as the Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

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

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

#### **A.8. Late Bids**

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

#### **A.9. Legal Contract**

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
- A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalent**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

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

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

#### **A.19. Tax Exemption**

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

#### **A.20. Audit and Records Clause**

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

#### **A.21. Non-Appropriation Clause**

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

#### **A.22. Choice of Law**

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

#### **A.23. Choice of Venue**

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

#### **A.24. Termination for Cause**

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

#### **A.25. Termination for Convenience**

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

#### **A.26. Insurance**

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



### **A.27. Employment Relationship**

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

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

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

### **A.29. Compliance with Applicable Laws**

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

### **A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Introduction**

The purpose of this Request for Proposal (RFP) 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.2. DEFINITIONS AND STANDARDS**

B.2.1. "Provide" means that all coordination and materials must be included for an item and should be included in the bid cost.

B.2.2. "Environmentally Preferable Goods And Services" also known as "EPGS" are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services that serve the same purpose. Environmentally preferable goods may also have one or more of the following characteristics: reduced packaging, ease of reuse, refurbishment, remanufacture, or recycling at end of life, reduction of greenhouse gas emissions and air contaminants, improved energy and water efficiency, use of alternative sources of energy and fuels, reduced waste, and practices that support reuse and recycling, use of renewable resources, reduced exposure to toxins and hazardous substances, and promote practices that support and sustain healthy communities and social structures.

B.2.3. "NIST" National Institute of Standards and Technology:

<https://www.nist.gov/programs-projects/traceable-calibration-gases-srms-ntrms-and-protocol-gases>

B.2.4. "EPA" United States Environmental Protection Agency: <https://www.epa.gov/laws-regulations>

B.2.5. "DEQ" Oklahoma Department of Environmental Quality: <http://www.deq.state.ok.us/>

B.2.6. "AQD" Oklahoma Department of Environmental Quality's Air Quality Division :

<http://www.deq.state.ok.us/aqdnw/index.htm>

B.2.7. "Green Book" (GB). EPA Protocol Calibration as revised In May 2012

### **B.3. Intent to Award:**

It is the intent of DEQ to award "Gases A" to one(1) vendor and "Gases B" to one(1) vendor. The gasses shall be awarded to two (2) separate vendors. Due to compliance monitoring and testing standards, "Gases A" and "Gases B" shall not be awarded to the same vendor. Proposed pricing for each package will be reviewed separately. If the supplier of "Gases A" is the highest scoring supplier of "Gases B" then they will not be awarded "Gases B" and it will be awarded to the next highest scoring supplier.

**B.4. Indefinite Amount Indefinite Quantity**

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.6. Severability**

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

**B.7. Subcontracts**

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

**B.8. Extension Of Services**

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

**B.9. Indemnity**

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

**B.10. Force Majeure**

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

**B.11. Multiyear Agreement Terms**

- B.11.1. This is a non-binding contract. The contract is for an indefinite quantity and the State may, or may not; buy the quantity mentioned in this contract.
- B.11.2. Contract may be renewed at the same terms and conditions for five (5) successive one-year periods. The agreement period and renewal dates shall be:
  - B.11.2.1. Agreement Period shall be from July 1, 2017 through June 30, 2022.
  - B.11.2.2. Initial Contract Period shall be from July 1, 2017 through June 30, 2018.
  - B.11.2.3. First Renewal Period shall be from July 1, 2018 through June 30, 2019.
  - B.11.2.4. Second Renewal Period shall be from July 1, 2019 through June 30, 2020.
  - B.11.2.5. Third Renewal Period shall be from July 1, 2020 through June 30, 2021
  - B.11.2.6. Fourth Renewal Period shall be from July 1, 2021 through June 30, 2022

**B.12. Unauthorized Obligation:**

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

**B.13. Damages**

B.13.1. All work performed by Contractor's personnel shall be designed to preclude damage or disfigurement.

Damage and/or loss to property of DEQ; property of DEQ staff and property of guests; and/or neighboring property, as a result of negligence or intent by Contractor, or Contractor's personnel shall be at Contractor's expense. All replacements and repair will be at the current cost, and paid by the Contractor.

B.13.2. DEQ shall not be held responsible for any of Contractor's property and/or Contractor's personnel's property; including major equipment which may be lost, damaged, or stolen unless such loss, damage or theft is due to the negligence or intent of DEQ's employees or agents.

**B.14. Communications**

B.14.1. All communications shall be in writing.

B.14.2. Acknowledgement of communication from DEQ shall be made within twenty-four(24) hour of receipt of communication.

B.14.3. All communication must be responded to within 5 business days.

**B.15. Pricing**

B.15.1. Bids must Include all shipping and Hazmat Charges.

B.15.2. 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.

B.15.3 Travel/expenses: Travel and delivery charges at the expense of the Contractor and shall be Included In the proposed by the Contractor, If applicable.

B.15.4. The successful Contractor must provide all labor, material, supplies, equipment, and delivery, necessary to provide DEQ with calibration gasses.

B.15.5. The prices bid must be all-inclusive and additional Items will not be allowed to be billed separately.

B.15.6. The pricing for additional parts and accessories is a catalog discount for items that may be needed in the future that are not listed in this specification and not the items listed in this section and in Section C.

**B.16. Shipping**

B.16.1. 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 All shipments must be pre-approved before sending.

B.16.2. The Contractor, Contractor's officers, employees, and Independent contractors will be required to do the following:

B.16.2.1. Must provide the cylinder size specified and must be delivered within sixty (60) days after receipt of order.

B.16.2.2. Must provide the regulator size specified and Items must be delivered within 15 days after receipt of order

## **B.17. Invoices and Payments**

### **B.17.1. Draft Invoice**

The State of Oklahoma is working to streamline the process of payment to vendors and to reduce the timeframe of payment. When submitting your response, please also include a "Draft Invoice"; which is a copy of original invoices; with the item(s) and pricing. Please make sure that it is marked as "Draft Invoice". The intent of this is to match our purchase orders to the invoice whenever possible. Please note that if your company is awarded and issued a purchase order you will still need to submit a proper invoice after the purchase order has been issued and you have provided the item(s) to the agency. Also, please be sure and put in bold letters THIS IS NOT A BILL in addition to marking it as a DRAFT INVOICE. This does not constitute an order. The Agency will set up service/delivery dates after award.

### **B.17.2. Invoices:**

- B.17.2.1. Contractor shall invoice DEQ monthly for the costs specified within this solicitation.
- B.17.2.2. Contractor's Federal Employer Identification number shall appear on all invoice(s).
- B.17.2.3. Purchase Order Number shall appear on all invoice(s).
- B.17.2.4. All invoices must state period of service.
- B.17.2.5. All Invoices shall be itemized
- B.17.2.6. Invoices shall be sent to: Oklahoma Department of Environmental Quality  
Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677
- B.17.2.7. Failure to comply may result in late payments.

**B.17.3. FINAL PAYMENT:** Final payment under this Contract or under a termination settlement shall be made only after the satisfactory completion of work performed under this Contract and Contractor's execution and delivery to the DEQ of a release of all claims against DEQ arising under or by virtue of this Contract. Unless otherwise provided herein, by Oklahoma law, or otherwise expressly agreed to by DEQ, Contractor and OMES, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the State's claims against Contractor, his sureties or his liability bonds held under this Contract.

## **C. SCOPE OF SERVICE**

### **C.1. MINIMUM QUALIFICATIONS**

C.1.1. The successful bidder must meet the following minimum qualifications:

- C.1.1.1. Bidder must be a participant of Environmental Protection Agency Protocol Gas Verification Program (PGVAP). <https://www.epa.gov/airmarkets/2017-epa-protocol-gas-verification-program-participants>
- C.1.1.2. Bidder must be in the business of providing gasses for a minimum of three (3) years.
- C.1.1.3. Bidder must have provided calibration gasses to at least three (3) clients of a similar size.

### **C.2. CONTRACTOR RESPONSIBILITIES:**

C.2.1. If a Contractor had any unsatisfactory results In the AA-PGVP 20'13 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/amtlc/files/ambientlqaqc/aagvp2013report.pdf>

C.2.2. 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, SO<sub>2</sub>, NO, and NO<sub>2</sub> 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.2.3. Contractor shall provide goods and services within the timeline that is established in Attachment D.

### **C.3. Agency Responsibilities**

- C.3.1. Agency shall keep a detailed inventory on all equipment.
- C.3.2. Agency shall provide contractor with inventory if requested.
- C.3.3. Agency shall provide adequate timing on ordering products.
- C.3.4. Agency shall transport cylinders and gas to different locations throughout the state of Oklahoma in a safe and reasonable manner.

### **C.4. Cylinders**

- C.4.1. Each cylinder provided must have certification documentation affixed which meets the GB requirements of Sec. 2.1.7, Pgs. 26-32.
- C.4.2. Cylinders must be traceable to NIST standard reference material using EPA Protocol G-1 non-dilution.
- C.4.3. Each cylinder must be labeled EPA Protocol Gas, showing the certified concentration and expiration date.
- C.4.4. Cylinders made of aluminum and the sizes shall be
  - C.4.4.1. Size CL (6.9" diameter x 21" height)
  - C.4.4.2. Size BL (approx. 50 ft<sup>3</sup>/cylinder)
- C.4.5. Cylinders must be certified per the code of Federal Regulations (40 CFR, CH 1, PT. 50, APP. F) AND NOx value must be certified and printed on the label
- C.4.6. 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.4.7. N-PropylNitrate cylinders must be certified for accuracy.
- C.4.8. Total oxides of Nitrogen must be reported for NO protocol gas cylinders.
- C.4.9. Each Cylinder shall have the ability to be transported without losing any gasses or cause and danger to the environment or life.
- C.4.10. Cylinders shall be billed on a monthly rate
- C.4.11. No deposits on Cylinders shall be required
- C.4.12. Pick-up and Return:
  - C.4.12.1. 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.4.12.2. This service must be provided on a minimum of a monthly basis.

### **C.5 GASES**

#### **C.5.1. All Gases shall**

- C.5.1.1. Must be certified within 1 ppm of normal value.
- C.5.1.2. 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>
- C.5.1.3. 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.5.1.4. The NOx concentration must be less than 1 ppm more than the NO concentration.
- C.5.1.5. Selected vendor must provide copies of the EPA certification to DEQ.

#### **C.5.2. "Gases A"**

- C.5.2.1 This contract is necessary to provide calibration gases needed to calibrate instruments for/verify air pollution data by AQD's continuous monitoring sites located throughout the state.
- C.5.2.2. Aluminum cylinder Size BL (approx. 50 ft<sup>3</sup>/cylinder)
- C.5.2.3. Gasses shall include:
  - C.5.2.3.1. Nitric Oxide in Nitrogen, 35-40 ppm, NIST traceable
  - C.5.2.3.2. Sulphur Dioxide in Nitrogen, 40-45 ppm, NIST traceable
  - C.5.2.3.3. Carbon Monoxide in Air, 950-1050 ppm, NIST traceable
  - C.5.2.3.4. Hydrogen Sulfide in Nitrogen, 40-45 ppm, NIST traceable
  - C.5.2.3.5. Nitric Oxide in Nitrogen, 10-25 ppm, NIST traceable
  - C.5.2.3.6. Sulphur Dioxide in Nitrogen, 10-15 ppm, NIST traceable
  - C.5.2.3.7. Carbon Monoxide in Nitrogen, 200-300 ppm, NIST traceable

#### **C.5.3. "Gases B"**

- C.5.3.1. This contract is necessary to provide QA audit gases from a supplier independent of the supplier used by AQD for their calibration and quality control purposes. QA gases are needed to audit and quality assure pollution monitoring instruments collecting data at AQD's continuous monitoring sites throughout the state.
- C.5.3.2. Aluminum cylinder Size CL (6.9" diameter x 21" height)
- C.5.3.3. Gasses shall include:

- C.5.3.3.1. Hydrogen Sulfide in Nitrogen, 40-45 ppm, NIST traceable
- C.5.3.3.2. Nitric Oxide in Nitrogen, 10-25 ppm, , NIST traceable
- C.5.3.3.3. Sulphur Dioxide in Nitrogen, 10-15 ppm, , NIST traceable
- C.5.3.3.4. Carbon Monoxide in Nitrogen, 200-300 ppm, NIST traceable

## **C.6. Transition Plan**

The contractor shall provide a transition plan for the ease of transition from the current supplier and the awarded supplier.

## **C.7. Timeline**

The Contractor shall provide a timeline of product certifications and delivery from the date of order received. The maximum turnaround time is sixty(60) days.

## **C.8. Regulators**

- C.8.1. All regulators shall be:
  - C.8.1.1. Stainless Steel
  - C.8.1.2. Two Stage
  - C.8.1.3. 2-75 PSI
  - C.8.1.4. Models M215B CGA 330, 660, 590, 350, and 580. Only these models can be used due to laboratory equipment.

## **D. EVALUATION**

**D.1.** Proposals will be evaluated on the “best value” determination in accordance with the State of Oklahoma Statute Title 74, Section 85 using the criteria listed below:

- D.1.1. Cost
- D.1.2. Statement of Company
- D.1.3. Transition Plan
- D.1.4. Timeline
- D.1.5. Reference

## **D.2. Additional Negotiation Criteria:**

- D.2.1. The following are additional criteria that may or may not be used:
- D.2.2. The State reserves the right to accept or reject any or all proposals or any portion thereof.
- D.2.3. The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all solicitors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Solicitor(s) shall put such clarifications in writing.

## **D.3. Value-Added Services**

Contractors are encouraged to provide any value added services and their pricing with their proposal. Any value added services the vendor wishes to propose must be submitted at the time of proposal. Even though Value Added Services may or may not be utilized by the agency and may not be utilized until later renewals, they must be submitted with the original proposal.

## **E. INSTRUCTIONS TO CONTRACTOR**

### **E.1. Introduction**

- E.1.1. Contractors are to submit two (2) electronic copies of their completed response, to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a CD. Faxed or emailed responses will not be accepted. Hard copies of the solicitation are not needed and if sent hard copies shall not be bound. This requirement overrides A.2.4 of the General Provisions.
- E.1.2. Prospective Contractors are urged to read this solicitation carefully. Failure to do so will be at the Supplier'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 Supplier 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 Supplier's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.
- E.1.3. Vendor shall not 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

## **F. QUESTIONS SUBMITTAL**

- F.1. Please read all specifications and terms and conditions before starting the bid.
- F.2. All questions concerning this bid shall be directed to the contracting officer in writing.
- F.3. All questions shall be submitted by **June 28, 2017 at 5:00 PM CST**. Questions received after that day and time shall not be answered.
- F.4. All questions shall be answered by amendment and sent to all bidding Contractors.
- F.5. All questions shall be emailed to:
  - F.5.1. DEQ Buyer: Kendall Kelton
  - F.5.2. Email: Kendall.Kelton@deq.ok.gov

## **G. Attachments**

- G.1. Attachment A: Pricing
- G.2. Attachment B: Statement of Company
- G.3. Attachment C: References
- G.4. Attachment D: Time Line
- G.5. Attachment E: Transition Plan

## **H. CHECKLIST**

- H.1. Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the vendor's responsibility to ensure that they submit all required/requested documentation:
  - H.1.1. Responding Contractor Information
  - H.1.2. Certification for Competitive Bid and/or Contract
  - H.1.3. Attachment A: Pricing and Early Pay Discount
  - H.1.4. Attachment B: Statement of Company
  - H.1.5. Attachment C: References
  - H.1.6. Attachment D: Time Line
  - H.1.7. Attachment E: Transition Plan
  - H.1.8. Proof of Insurance
  - H.1.9. Invoice Draft
  - H.1.10. **Failure to submit all bid deliverables will result in a non-responsive bid.**

## **I. PRICE AND COST**

### **I.1. COST**

Contractors are to submit their proposal amounts on Attachment A. Please provide all the subtotals and the overall total on the attachment.

## Attachment A: Pricing - Gases A

Gases A	Description	Minimum Quantity	Initial Contract Period shall be from 07-01-17 through 06-30-18.	1st Renewal Period shall be from 07-01-18 through 06-30-19	2nd Renewal Period shall be from 07-01-19 through 06-30-20	3rd Renewal Period shall be from 07-01-20 through 06-30-21	4th Renewal Period shall be from 07-01-21 through 06-30-22
Gases A-1	Nitric Oxide in Nitrogen, 35-40 ppm, NIST traceable; Size BL (approx. 50 ft <sup>3</sup> /cylinder)	3 CYL					
Gases A-2	Sulphur Dioxide in Nitrogen, 40-45 ppm, NIST traceable; Size BL (approx. 50 ft <sup>3</sup> /cylinder)	10 CYL					
Gases A-3	Carbon Monoxide in Air, 950-1050 ppm, NIST traceable; Size BL (approx. 50 ft <sup>3</sup> /cylinder)	3 CYL					
Gases A-4	Hydrogen Sulfide in Nitrogen, 40-45 ppm, NIST traceable; Size BL (approx. 50 ft <sup>3</sup> /cylinder)	6 CYL					
Gases A-5	Nitric Oxide in Nitrogen, 10-25 ppm, NIST traceable; Size BL (approx. 50 ft <sup>3</sup> /cylinder)	3 CYL					
Gases A-6	Sulphur Dioxide in Nitrogen, 10-15 ppm, NIST traceable; Size BL (approx. 50 ft <sup>3</sup> /cylinder)	3 CYL					
Gases A-7	Carbon Monoxide in Nitrogen, 200-300 ppm, NIST traceable; Size BL (approx. 50 ft <sup>3</sup> /cylinder)	3 CYL					
Two Stage Regulators: Stainless Steel 2-75 PSI Model M215B CGA 330 No substitution due to laboratory equipment needs.							
Two Stage Regulators: Stainless Steel 2-75 PSI Model M215B CGA 660 No substitution due to laboratory equipment needs.							
Two Stage Regulators: Stainless Steel 2-75 PSI Model M215B CGA 590 No substitution due to laboratory equipment needs.							
Two Stage Regulators: Stainless Steel 2-75 PSI Model M215B CGA 350, No substitution due to laboratory equipment needs.							
Two Stage Regulators: Stainless Steel 2-75 PSI Model M215B CGA 580 No substitution due to laboratory equipment needs.							
Aluminum cylinder Size BL (approx. 50 ft <sup>3</sup> /cylinder)							
ADDITIONAL PARTS/ACCESSORIES CATALOG DISCOUNT PERCENTAGE							

### Early Payment Discounts

Discount Offered/Terms Please list your Early Payment Discount Terms per section A.18.3 :	Pay Term
	Net 10
	Net 15
	Net 20
	Net 25
	Net 30

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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



### Attachment A: Pricing - Gases B

Gases B	Description	Minimum Quantity	Initial Contract Period shall be from 07-01-17 through 06-30-18.	1 <sup>st</sup> Renewal Period shall be from 07-01-18 through 06-30-19	2 <sup>nd</sup> Renewal Period shall be from 07-01-19 through 06-30-20	3 <sup>rd</sup> Renewal Period shall be from 07-01-20 through 06-30-21	4 <sup>th</sup> Renewal Period shall be from 07-01-21 through 06-30-22
Gases B-1	Hydrogen Sulfide in Nitrogen, 40-45 ppm, NIST traceable; Size CL (6.9" diameter x 21" height)	3 CYL					
Gases B-2	Nitric Oxide in Nitrogen, 10-25 ppm, NIST traceable; Size CL (6.9" diameter x 21" height)	3 CYL					
Gases B-3	Sulphur Dioxide in Nitrogen, 10-15 ppm, NIST traceable; Size CL (6.9" diameter x 21" height)	3 CYL					
Gases B-4	Carbon Monoxide in Nitrogen, 200-300 ppm, NIST traceable; Size CL (6.9" diameter x 21" height)	3 CYL					
ALUMINUM CYLINDER SIZE CL (6.9" Dr x 21" H) -		12 Each					
ADDITIONAL PARTS/ACCESSORIES – CATALOG DISCOUNT PERCENTAGE		NA					

#### Early Payment Discounts

Discount Offered/Terms Please list your Early Payment Discount Terms per section A.18.3 :	Pay Term
	Net 10
	Net 15
	Net 20
	Net 25
	Net 30

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

# Attachment B: Statement of Company

## General Information

**Please Provide the Following Information**

Company Full Name	
Owners:	
Number of Years in Business	
Headquarters Location:	
Number of Employees	
Ownership Status:	
Company Website Address	
Are you a PGVAP Participant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How many years has your firm provided gases?	
Have you services firms as large as DEQ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you comply with all EPA Standards?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Designated Contract Contact for DEQ:

Please Provide the Contacts for the DEQ Contract	Primary Contact	Secondary Contact
Name		
Phone Number		
Email Address		
Cellular Phone Number		
Number of Years with Firm		

Do you practice any "EPGS and/or environmentally safe and/or sustainability methods or practices?"  Yes       No

**If So Please Explain:**

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

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

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

\_\_\_\_\_ Title

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

\_\_\_\_\_ Email

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

## Attachment C: References

**Return three (3) reference surveys with the bid proposal. All references shall be in the same scope and size as the contract with DEQ.**

Firm Name	
Number of years working with Firm	
Contact Name	
Contact Email	
Contact Phone Number	

Using the point scale below, please score the following questions

<b>Point Scale:</b>	<b>Yes: 1</b>	<b>Somewhat: .05</b>	<b>No: 0</b>
---------------------	---------------	----------------------	--------------

Question	Point Scale	Notes
How is the customer service with the firm?		
How did the firm meet your deadlines?		
Did the firm meet your pricing or were there any additional charges?		
How was the communication with the firm? Did they respond promptly?		
How is your overall experience with the firm?		

\_\_\_\_\_ Reference Customer Authorized Signature

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

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

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

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

\_\_\_\_\_ Title

\_\_\_\_\_ Email

### Attachment D: Timeline

**Provide a detailed timeline on your process of providing service from the date of DEQ placing the order. The maximum turnaround time is sixty (60) days.**

Overall Lead Time	
Monthly Cylinder Service	<input type="checkbox"/> First of the Month <input type="checkbox"/> Middle of the Month <input type="checkbox"/> End of the Month

Time Line:

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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

## Attachment E: Transaction Plan

**Provide a detailed transaction plan on your firm will transition with our current vendor.**

<b>Transition Team Leader</b>	
<b>Transition Lead Time</b>	

Transition Plan:

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email