



Solicitation

1. Solicitation #: SW18039

2. Solicitation Issue Date: 05/10/2017

3. Brief Description of Requirement:

FUEL MAINTENANCE AND MANAGEMENT FOR BULK TANK TREATMENT

QUESTIONS DUE: MAY 23, 2017, 5:00 p.m.

4. Response Due Date¹: MAY 31, 2017

Time: 3:00 P.M. CST/CDT

5. Issued By and RETURN SEALED BID TO²:

Personal, U.S. Postal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

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

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

7. Requesting Agency: Statewide Contract

8. Contracting Officer:

Name: Theresa Johnson
Phone: 405-521-2289
Email: Theresa.johnson@omes.ok.gov

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

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



Responding Bidder Information

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

1. **RE: Solicitation #** SW18039

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 Permit¹:**

☐ 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 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.)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/faqs.html#c221>



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 #: SW18039

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

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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. "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 Central 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.
- 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 Central

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 Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central 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 Central 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. 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 Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as 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 Central Purchasing Division 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 Central Purchasing Division, 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 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.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing 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 Central 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 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 Central Purchasing Division.

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 be 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. Discounts offered must be in half or whole percent increments. 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 Central 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.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 Central Purchasing Division and 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.

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. Contract Period.

The contract is for a 12 month period, commencing August 1, 2017 and ending July 31, 2018. The contract may be renewed for up to 4 one year option periods.

B.2. Required Delivery.

Delivery shall be made within 15 calendar days after receipt of order by the successful supplier. Proposals that specify a later delivery lead time will be considered non responsive and rejected.

B.3. Contract Renewal

Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance and the reported spend. The State, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the State choose to renew this Contract.

B.4. Type of Contract.

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.5. Contract Preference

This contract is mandatory.

B.6. Authorized Users.

Proposals shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful supplier(s).

CHECK APPROPRIATE BLOCK

- ☐ Yes, proposal permits usage by other than State Agencies
☐ No, proposal permits usage by State Agencies only.

B.7. F.O.B. Destination.

All deliveries shall be F.O.B. 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 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. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

B.8. Oral Agreements.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

B.9. RFP Compliance.

The state reserves the right to reject any Supplier that does not comply with the requirements and specifications of the RFP. A RFP shall be rejected when the Supplier imposes terms or conditions that would modify requirements of the RFP or limit the Supplier's liability to the State.

B.10. Notice of Award.

Notice of award letter resulting from this RFP will be furnished to each successful supplier and shall result in a binding contract without further action by either party. It shall be the successful supplier's responsibility to reproduce and

distribute copies to all authorized dealers listed in your proposal response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.11. Extension of Contract.

The State may extend the term of this contract up to 180 days, if mutually agreed upon by both parties in writing.

B.12. Ordering

Any supplies and/or services to be furnished under this contract may be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.13. State and Federal Taxes.

Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

B.14. Contractor Invoices.

- B.14.1.** The supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the suppliers wish to ship or provide service from a point other than the address listed on the face of the proposal, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- B.14.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- B.14.3.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
- B.14.4.** In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.15. Gratuities.

The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

B.16. Proposal Conformity.

By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

B.17. Warranty.

The Successful supplier agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

B.18. Contract Management Fee.

As empowered by State Statue 74 O.S. §85.33 A , the Office of Management and Enterprise Services imposes, and Suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.

B.18.1. The check should be mailed to:

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES
ATTENTION: ACCOUNTS RECEIVABLE
5005 N. LINCOLN BOULEVARD
OKLAHOMA CITY, OK 73105

B.18.2. The Contract Management Fee is not to be considered an add-on fee to the agency, but is to be included within the cost and discount percentage provided with the Suppliers response to this solicitation.

B.18.3. Contract quarterly reporting periods for management fees shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

B.19. Contract Usage Reporting Requirements.

B.19.1. Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

B.19.2. The Contract Usage Report will be sent, electronically (format: .XLS) and regardless of quantity, within 45 calendar days upon completion of the quarterly reporting period to:

B.19.2.1. Strategic.Sourcing@omes.ok.gov

B.19.3. Contract quarterly reporting periods for usage reports shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

B.19.4.

B.20. Energy Conservation

Oklahoma is an energy conservation State and we welcome any comments on your proposal that would indicate energy savings.

B.21. Conflict of Interest.

The Request for proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with the proposal the name of any officer, director or agency who is also an employee of the State of Oklahoma or any

of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.22. Patents and Royalties.

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.23. Price Adjustments.

Prices are to remain firm during the first 12 months of the contract. After that date, if there has been an industry-wide price increase suppliers may request an increase in prices. Price increases may be requested only once each year. Pricing changes must be submitted 30 days prior to the date of the effective change and must be approved by the contracting officer. Documentation from the manufacturer/distributor and a detailed item listing with price change suggestions must be submitted. Any increase will not affect any orders issued prior to the effective approval date of any price changes. Supplier's failures to promptly notify the State of any price decreases shall result in the cancellation of their contract. No price reduction may be offered to an agency unless that reduction is offered to all agencies.

MSDS Sheets

B.23.1. MSDS Sheets must be supplied for applicable products with delivery of product.

B.24. Testing for Conformance

- B.24.1.** Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.
- B.24.2.** Items delivered not conforming to specifications may be rejected. Any violations of these stipulations may result in supplier's name being removed from the Central Purchasing Supplier mailing list.
- B.24.3.** In all cases when material fails to meet specifications the cost of testing shall be paid for by the supplier, both on samples and delivered material.

B.25. State Purchase Card (P-Card)

SUPPLIERS PLEASE NOTE - IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIERS MUST ACCEPT THE STATE OF OKLAHOMA PURCHASE CARD (P-CARD). FAILURE TO ACCEPT THE P-CARD WILL BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

SIGNATURE OF ACCEPTANCE: _____ **DATE:** _____

C. CONTRACT SPECIFICATIONS

PART A (BULK) STATE OF OKLAHOMA

SPECIFICATIONS FOR A GASOLINE AND DIESEL FUEL MAINTENANCE AND MANAGEMENT PROGRAM (FOR BULK TANK TREATMENT)

- C.1. SCOPE.** The State of Oklahoma has created a contract for a statewide Gasoline and Diesel Fuel Maintenance Program. The contractor must be on site (at the point of fuel delivery) each time a state agency receives a fuel delivery. The state of Oklahoma has several hundred bulk fuel tanks located throughout the state.
- C.2. SERVICE.** The contractor must perform the following services:
- A. Bottom sample each storage tank using ASTM-recognized sampling equipment (i.e. Bacon Bomb Bottom Sampler) to determine presence of water, microbial growth and heavy stratified fuel.
 - B. Test each storage tank with FAA-approved microbial growth detection culture (i.e., Aviation Lab's Bug Check Kit).
 - C. Pump water and microbial growth from tank bottom. (This is not a contract for waste disposal. The State of Oklahoma will deal with disposal.)
 - D. Install liquid fuel system dryer additive directly into the bulk storage tank to "sop up" any trace water that remains after pumping. The fuel system dryer additive must be able to absorb its weight in water. This fuel system dryer is to be provided to the State on an "as needed" or "as requested" basis, it is not to be used continually. This product and service are part of the overall water removal process and are to be performed at no additional cost to the State.
 - E. Eliminate and kill all microbial growth in storage tanks by installing a fuel biocide. Biocide is to be installed and mixed at each fuel storage location.
 - F. Follow-up testing, as requested, to validate microbial growth elimination.
 - G. Sample tanks at every fueling location every six months (or more often as requested) to check for reappearance of water and microbial growth.
 - H. Tank bottoms to be pumped and treated with fuel system dryer as often as necessary to maintain a water-free environment for fuel storage.
 - I. On-Site testing at each fueling location every six months using ASTM D287 API Gravity Equipment. Vendor must also perform a field oxidation storage stability test every six months.
 - J. On-Site testing at each fueling location every twelve months using ASTM D97 Cloud and Pour Point Testing Equipment to assure the winter performance of diesel fuel.
 - K. Be on site at each fueling location each time a state agency receives a load of bulk fuel (regardless of quantity) to install additives in gasoline and diesel storage tanks. Vendor is responsible for meeting the transport truck's load of fuel at each fueling location. If this is occasionally not possible, then the vendor should arrive within 24 hours before or after the fuel is delivered to install and mix the additives with the fuel.
 - L. Conduct a Fuel Trends Maintenance or Fleet Maintenance Seminar twice per years to keep personnel up-to-date on the rapidly changing world of Fuel Management and Fleet Maintenance.
 - M. File a report with the agency fleet manager or foreman each time an initial or follow-up test is performed.
 - N. Keep the State updated on the latest additives and treatment ratios for Alternative Fuels such as BioDiesel, CNG, ethanol, etc.
- C.3. THE DIESEL FUEL ADDITIVE.** The diesel fuel additive must contain:
- A. Oxidation inhibitors to slow the natural degradation of diesel fuel caused by exposure to atmospheric oxygen.
 - B. Metal deactivators to help eliminate the oxidation process.
 - C. Detergents to clean up any varnish or gum in the fuel system.
 - D. Deposit modifiers to remove carbon deposits from valve and piston crowns.
 - E. Corrosion inhibitors to stop the effects of acids and oxidation materials on fuel system components. Additive must work in the liquid phase and vapor phase of the fuel.
 - F. De-emulsifiers to prevent diesel fuel from holding soluble water.
 - G. Dispersants to help keep insoluble materials in fuel from agglomerating and plugging filters.
 - H. Pour point depressants to lower the temperature at which fuel gelling occurs.

- I. A wax dispersant to further reduce filter plugging.
 - J. Combustion modifiers to help fuel burn more completely.
 - K. Less than 1% alcohol by weight, including methanol, isopropyl, or any other alcohol derivative.
 - L. Treat Ratio must be 1-1000 or greater.
 - M. Lubricity additives to protect diesel pumps and injectors from the drying effect of low sulfur diesel fuels.
 - N. Must be compatible with BioDiesel fuel blends.
 - O. Must be specifically formulated to work in High Pressure Common Rail fuel systems.
 - P. Must prevent breakdown of fuel carbon and soot-black byproducts in fuel.
 - Q. Must prevent black-fuel filter plugging due to HPCR.
 - R. Must prevent the formulation of internal diesel injector deposits.
 - S. NOTE: Additive must not contain any ash-producing heavy metals: i.e., Barium, etc.
- Note: Vendor must provide photos or documentation to verify diesel additive performance in HPCR fuel systems.

C.4. THE GASOLINE ADDITIVE. The gasoline additive must contain:

- A. Oxidation inhibitors to help stabilize gasoline and prevent the formation of varnishes, resins, and other oxy-materials that gum up fuel systems.
- B. Detergents to clean existing deposits from valves and piston crowns.
- C. Deposit modifiers to remove carbon deposits from valves and piston crowns.
- D. Heat Stable lubricants to help reduce the adverse effects of dry, unleaded gasoline.
- E. Less than 1% (one percent) alcohol by weight, including methanol, isopropyl, or any other alcohol derivative.
- F. Treat ratio must be 1-400 or greater.
- G. Must suppress intake valve deposits. (Vendor must document test results to show gasoline additive is effective in keeping intake valve deposits under control. Documentation must show CRC rating.)

C.5. THE BIOCIDES. The biocides must:

- A. Be able to work in gasoline and diesel fuel.
- B. Kill Microbial growth within 12 hours.
- C. Be effective in water. (Must be able to kill microbial growth living in water at tank bottom.)
- D. Be effective in diesel fuel and gasoline. (Must be able to kill microbial growth living in gasoline and diesel fuel.)
- E. Be transferable. The biocide must work in the fuel phase of a tank and emulsify into the fuel. This allows individual vehicles to receive a "DOSE" of biocide when they receive fuel from a treated tank.
- F. Be registered with the EPA. EPA Registration Number: _____

NOTE: The biocides are not to be used on a continual basis, but only as necessary to control microbial growth.

C.6. PERFORMANCE CONFIRMATION.

The successful Supplier must be able to supply diesel additives, gasoline additives, and biocides at several hundred locations across Oklahoma every time the state receives fuel. The contractor must be on site within 48 hours prior to or after delivery to physically pour the additive in the tank and complete the fuel testing as listed in Section B.2. If vendor is on site after delivery, the tank must be stirred. Please confirm your company personnel are able to do the following:

Action	Yes	No
Treat diesel fuel in all locations	_____	_____
Treat gasoline in all locations	_____	_____
Administer biocide in all locations	_____	_____
Bottom sample tanks in all locations	_____	_____
Test for microbial growth in all locations	_____	_____
Pump water from tank bottoms in all locations	_____	_____
Provide free fuel system dryer (per B.2.D.) in all locations	_____	_____
Test fuel upon request in all locations	_____	_____

Note: Supplier must be able to supply the three additives listed in C.3, C.4, and C.5.

PART B (INDIVIDUAL VEHICLES: GASOLINE)

SPECIFICATIONS FOR: DEPOSIT REMOVAL ADDITIVE; DEPOSIT CONTROL ADDITIVE FOR GASOLINE VEHICLES; AND AN ANTI-ICING ADDITIVE FOR DIESEL OR GASOLINE VEHICLES (FOR INDIVIDUAL VEHICLE TANK TREATMENT)

C.7. Scope. The State of Oklahoma has created a contract for fuel additives that will be installed in individual over-the-road equipment (automobiles, vans, etc.). The State has several thousand gasoline and diesel vehicles that are serviced and fueled at various stations through the state.

C.8.Services. The contractor must perform the following services at no additional charge:

- C.8.1.** Provide up to eight (8) hours of on-site training at each maintenance facility in Oklahoma. Training will be done at the request of the foreman or administrator of each maintenance facility. (dates, times must be approved by Central Purchasing, Contracting Officer prior to vendor scheduling)
- C.8.2.** Conduct a fleet fuel trends seminar or fleet maintenance clinic at each maintenance facility two (2) times per year to update maintenance personnel on the rapidly changing world of fleet management and preventative maintenance. (Seminars to be done at the request of foreman or administrator of each maintenance facility dates, times must be approved by Central Purchasing, Contracting Officer prior to vendor scheduling)
- C.8.3.** Provide preventative maintenance literature and visual aids that will help State Personnel understand the maintenance services provided by the State Maintenance Facilities and how those services improve vehicle driveability, fuel economy, and performance.
- C.8.4.** Provide on-site gasoline and fuel analysis as requested to determine fuel quality and stability (especially in dual-fuel applications).
- C.8.5.** Deliver all additives to the various maintenance facilities and/or state agencies throughout Oklahoma. Delivery provided in any quantity and provided on-site at no charge.

C.8.6. Be available for statewide on-site support as requested by the foreman or administrator of each maintenance facility. List the name of your field service personnel, the city where the individual resides, and the Oklahoma counties the individual services:

Name	City Where Rep. Resides	Position Held	Division Headquarters	Counties Served

PERFORMANCE VERIFICATION

PART A (BULK) STATE OF OKLAHOMA

- C.9. **ADDITIVE PERFORMANCE VERIFICATION.** Vendor must provide documentation from a fuel analysis testing laboratory to validate performance claims. Please complete the information requested below:

DIESEL FUEL TEST

Test Method		#2 Diesel	#2 Diesel with Vendor's Additive
Cloud Point	ASTM D7683	___ F	___ F
Pour Point	ASTM D6749	___ F	___ F
Cold Filter Plug Point	ASTM D6371	___ F	___ F
Oxidation Stability	ASTM D2274	___ MG/L	___ MG/L
Accelerated Stability (RSSOT)	ASTM 7545	___	___
Copper Strip Corrosion	ASTM D130	___	___
Rust-Preventing * <i>*Attach before and after photos of the NACE rust test</i>	ASTM D665 (NACE)	_____	_____

BIODIESEL FUEL TEST

Test Method		BioDiesel (B10)	BioDiesel B10 with Vendor Additive
Cold Filter Plug Point (IP309)	ASTM D6371	___ °F	___ °F
Test Method		BioDiesel (B5)	BioDiesel B5 with Vendor Additive
Cold Filter Plug Point (IP309)	ASTM D6371	___ °F	___ °F

EPA 40CFR80.591 Compliance

Vendor must provide documentation to verify ultra-low sulfur diesel additives comply with 40CFR80.591. Documents for each diesel additive must be attached, including a copy of the product label stating compliance

DIESEL FUEL ADDITIVE TEST

Percentage of Alcohol (C4 or less) in virgin diesel additive using GC-FTIR Test Method: _____

DIESEL FUEL ADDITIVE LUBRICITY TEST

Fuel system lubricity is a major concern to us. The vendor must document the performance of their diesel additive to meet lubricity requirements.

<u>Test</u>	<u>Results Using Reference Fuel</u>	<u>Results Using Reference Fuel & Vendor Additive</u>
ASTM D6079 High Frequency Reciprocating Rig (HFRR)	_____ microns	_____ microns

Note: Photographs of before and after “wear scar” must be supplied with bid to verify results.

GASOLINE FUEL TEST

<u>Test Method</u>	<u>Gasoline</u>	<u>Gasoline w/ Vendor’s Additive</u>
Copper Strip Corrosion	ASTM D-130 _____	_____
Oxidation Stability of Gasoline	ASTM D-525 _____ min or equivalent	_____ min

GASOLINE TEST

<u>Test Method</u>	<u>Gasoline w/ Vendor’s Additive (after 10,000 miles)</u>
Intake Valve Deposits IVD or Modified IVD Test (CRC Rating)	_____ CRC Rating
Intake Valve Deposits IVD or Modified IVD Test	_____ Mg. Of Deposits (Mg. of Deposits)

GASOLINE FUEL ADDITIVE TEST

Percent of Alcohol (C4 or less) in virgin gasoline additive using GC-FTIR Test Method _____%

ANTI-ICING ADDITIVE TEST:

The purpose of this test is to verify how the anti-icing additive, will perform. Please show the effectiveness of the additive in "antifreezing" both in free and entrained water.

Before: Water Freeze Point: ____F
After Treatment: Water Freeze Point: ____F
(Treat Ratio used: _____)

NOTE: The actual fuel analysis testing laboratory report must be included with the bid. This report must show the test results of unleaded gasoline or diesel and the test results of the same unleaded gasoline or diesel treated with the vendor's gasoline or diesel additive at the specified ratio. The IVD Test or Modified IVD Test does not have to show "before" and "after results, it only has to show the effect of unleaded gasoline treated by the vendor's gasoline additive.

Also the report should show the test results of the GC-FTIR Test Method for percentage of alcohol in the virgin diesel additive and the percentage of alcohol in the virgin gasoline additive.

PART B (INDIVIDUAL: GASOLINE)

THE DEPOSIT CONTROL ADDITIVE:

- A.** This additive will be added to the fuel tank of each vehicle with each gasoline fill-up. Its function is to keep fuel systems clean. The deposit control additive must:
1. Be in a container that will allow it to be poured into a standard vehicle fuel tank without a funnel.
 2. Be packaged in a container that will treat approximately 10-20 gallons of gasoline.
 3. Be suitable for dual-fuel applications (CNG and gasoline).
 4. Contain oxidation inhibitors to help stabilize gasoline and prevent the formation of varnishes, resins, and others oxy-materials that gum up fuel systems (especially in dual-fuel vehicles.)
 5. Contain detergents to clean existing deposits from valves and piston crowns.
 6. Contain deposit modifiers to remove carbon deposits from valves and piston crowns.
 7. Contain heat stable lubricants to help reduce the adverse effects of dry, unleaded gasoline and the drying effects of CNG.
 8. Contain less than 1% alcohol by weight, including methanol, isopropyl, or any other alcohol derivative.
 9. Suppress intake valve deposits (vendor must document test results to show gasoline additive is effective in keeping intake valve deposits under control. Documentation must show CRC rating.)

B. The Deposit Control Verification. Documentation from a fuel analysis-testing laboratory to validate performance claims must be supplied with the bid. See completed information requested below:

1. The Gasoline Test

<u>Test Method</u>	<u>Untreated Gasoline</u>	<u>Gasoline w/ Vendor's Additive</u>
Copper Strip Corrosion	ASTM D-130 _____	_____
Oxidation Stability of Gasoline (Induction Method)	ASTM D-525 _____ min or equivalent	_____ min

2. The Gasoline Test

<u>Test Method</u>	<u>Untreated Gasoline</u>	<u>Gasoline w/ Vendor's Additive</u>
Intake Valve Deposits (CRC Rating)	IVD or Modified IVD Test	_____ CRC Rating
Intake Valve Deposits (Mg. of Deposits)	IVD or Modified IVD Test	_____ Mg. of Deposits

3. Percent of alcohol (C4 or less) in virgin gasoline additive using GC-FTIR

Test Method: ____%

Note: The vendor must attach the actual fuel analysis testing laboratory report to the bid proposal.

This report must show the test results of unleaded gasoline and the test results of the same unleaded gasoline treated with the vendor's gasoline additive at the specified ratio.

The IVD and the IVD Modified Tests do not have to show "before" and "after" results, they only have to show the effect of unleaded gasoline treated with the vendor's gasoline additive.

Also, the report should show the test results of the GC-FTIR Test Method for percentage of alcohol in the virgin gasoline additive.

No bid will be considered without the previous section being completed in full and the supporting test results attached.

THE RAPID DEPOSIT REMOVAL ADDITIVE.

- A.** This additive will be added to the fuel tank of each individual vehicle with each major preventative maintenance service. Its function is to rapidly cleanup fuel system deposits. The rapid deposit removal additive must:
1. Be from the polyetheramine family of additives.
 2. Contain a mega dose of polyetheramine chemistry to eliminate combustion chamber deposit interference (CCDI).
 3. Contain detergents to rapidly clean existing deposits from valves and piston crowns.
 4. Contain deposit modifiers to rapidly remove carbon deposits from valves and injectors.
 5. Contain less than 1% alcohol by weight, including methanol, isopropyl, or any other alcohol derivative.
 6. Provide storage stability of fuel in dual-fuel vehicles.
- B.** The Rapid Deposit Removal Additive Performance Verification and Documentation. -Vendor must provide documentation from a fuel analysis-testing laboratory. -Emissions data must include analysis equipment used and contain actual test results.

See requested information below:

1. Deposit Removal Test

- Percent of alcohol (C4 or less) in virgin deposit removal additive using GC-FTIR Test Method: ____ %
-Percent of basic nitrogen in virgin deposit removal additive: ____%

2. Emissions Test

- Analysis Used: _____
-Vehicle Make & Model: _____

	"Before" Results	"After" Results
Mileage	_____ miles	_____ miles
H C ppm (high cruise)	_____ ppm	_____ ppm
H C ppm (idle)	_____ ppm	_____ ppm

Note: Documentation must be included with your bid.

THE ANTI-ICING ADDITIVE FOR INDIVIDUAL VEHICLES.

A. This additive will be added to the fuel tank(s) of gasoline or diesel vehicles on an “as needed” basis just prior to cold weather. Background: Climate conditions, engine design and driving habits often cause water and condensation to form in the fuel tanks of diesel vehicles. This water accumulation can lead to blocked fuel lines when ice forms in subfreezing conditions. The anti-icing additive must:

1. Be in liquid form.
2. Be able to absorb its weight in water.
3. Not contain any methanol or methyl alcohol.
4. Be in small container for a “one dose” application without a funnel.
5. Be able to absorb at least ten oz. of water in a single dose.

B. The anti-Icing Additive Verification. The purpose of this test is to verify how well the anti-icing additive performs. Please show the effectiveness of the additive in “antifreezing” both free and entrained water.

-Before: Water freeze point: ____°F

-After Treatment: Water freeze point: ____°F

THE GASOLINE CRANKCASE CLEANER (for Individual Vehicles)

- A. Must be able to clean the ring-land area to reduce crankcase oil from getting into the combustion chamber via the PCV.
- B. Must prevent combustion gasses from getting into the crankcase via ring-land blow-by.
- C. Must work as a detergent and dispersant. Cannot be a harsh solvent.
- D. Must increase compression by removing deposits and “freeing up” stuck rings.
- E. Must work in gasoline, CNG, dual fuel, or E85-fueled engines.

C.5.A. Crankcase Cleaner Compression Verification

Complete the following section showing the effectiveness of combustion chamber compression improvement. Before and after compression test must be performed on the same engine.

Vehicle Make: _____ Model: _____ Mileage: _____ Year: _____

Before Compression (psi)

After Compression (psi)

Cylinder 1: _____

Cylinder 1: _____

Cylinder 2: _____

Cylinder 2: _____

Cylinder 3: _____

Cylinder 3: _____

Cylinder 4: _____

Cylinder 4: _____

Cylinder 5: _____

Cylinder 5: _____

Cylinder 6: _____

Cylinder 6: _____

GASOLINE CRANKCASE OIL ADDITIVE (for Individual Vehicles)

- A. Must increase oxidation stability in engine oil thus slowing the process of oil breakdown
- B. Must allow for extended oil drain intervals of at least 7,500 miles
- C. Must work in conventional, synthetic, or multi-viscosity oil.

C.6.A. Crankcase Oil Additive Verification

Complete the following information and provide lab documentation:

Test	ASTM	Virgin SN Oil	Virgin SN Oil with Vendor's Oil Additive
TFOUT (Oxidation)	ASTM D-4742	_____	_____

PART C (INDIVIDUAL VEHICLES: DIESEL)

Scope: The state of Oklahoma has thousands of diesel vehicles ranging from small mowing equipment to diesel pickups, to large earth-moving equipment. The state wants to maximize the efficiency and lower the carbon footprint of its diesel fleet. Therefore, the contractor must provide diesel injector, EGR, and combustion chamber cleaning chemistry to allow the state to keep the fuel & emissions systems of its diesel fleet deposit-free, resulting in peak performance and lower emissions.

Training: The contractor will provide on-site, in-person, hands-on training on the proper usage of the cleaning chemistry. This on-location training is to be provided up to twice per year (as requested by the administrator of a state agency).

NOTE: The contractor will make available for purchase to the state any other new technology, chemistry, services, equipment, attachments, and processes that become available in the marketplace during the term of this contract. Please provide a letter to document your willingness to comply with this requirement.

FUEL ECONOMY AND EMISSIONS VERIFICATION

A. Provide a source of fuel economy savings. Fill in the blanks below and provide detailed documentation paperwork.

Fleet #1 Name: _____

Vehicle: _____

Miles or Hours: _____

Unit Number: _____

Fuel Consumption Before: _____

Fuel Consumption After: _____

B. Provide a source of emissions reduction. Fill in the blanks below and provide detailed documentation paperwork.

Fleet #1 Name: _____

Vehicle: _____

Miles or Hours: _____

Unit Number: _____

NO_x Before: _____

NO_x After: _____

Opacity Before: _____

Opacity After: _____

C.1. Diesel Fuel Tank Additive (For Individual Vehicles)

- Must work with the other additives to create a cleaning synergy.
- Must be compatible with ULSD and BioDiesel blends.
- Must lubricate fuel pump and injectors and provide cleaning to both.
- Must comply with federal low-sulfur content requirements for a diesel tank additive.

C.2. Diesel Crankcase Cleaner and Blow-by Reducer (For Individual Vehicles)

- Must be able to clean the ring-land area to reduce crank case oil from getting into the combustion chamber via the CCV.
- Must prevent combustion chamber gasses from getting into the crankcase via ring-land blow-by.
- Must work as a detergent and dispersant. Cannot be a harsh solvent.
- Must increase compression by removing deposits and "freeing up" sticky rings.

C.3. Diesel Crankcase Oil Additive (For Individual Vehicles)

- Must be able to hold soot in suspension, thus reducing friction.
- Must contain deposit control additives to keep rings from sticking due to carbon build-up.
- Must work in conventional, synthetic, and multi-viscosity oil.

C.3.A. Oil Additive Verification

Complete the following information and provide lab documentation:

<u>Test</u>	<u>ASTM</u>	<u>Virgin Diesel Oil</u>	<u>Virgin Oil with Vendor's Diesel Additive</u>
TFOUT (Oxidation)	ASTM D4742	_____ min.	_____ min.
TBN (Base Number)	ASTM D5984	_____ min.	_____ min.

D. EVALUATION

D.1. This contract will be awarded by the best value method.

The contract will be awarded on the basis of best value criteria. The award(s) will be made on the basis of cost per treated gallon, past performance and prompt payment discounts.

D.2. Reference/Past Performance

- D.2.1. Customer references are intended to gather information related to the Supplier's experience successfully servicing accounts with requirements similar to those of this solicitation. Supplier must submit at least three (3) customer references from different Contracts.
- D.2.2. Customer references shall be provided on Attachment B, Customer Reference Form. Customer Reference Forms from any other procurement will not be accepted for this RFP. At least one of the three references must be a Government customer.
- D.2.3. Customers must fully complete the Attachment B, Customer Reference Form, and return directly to the Supplier. The Supplier must then submit the completed exhibit with the Proposal as specified in Section E, explanation to suppliers.
- D.2.4. Each contract reference must:
- D.2.4.1. Conformance to past contract requirements and to good workmanship standards.
 - D.2.4.2. Adherence to past contract schedules.
 - D.2.4.3. Commitment to customer satisfaction.
 - D.2.4.4. Supplier resolution of unforeseen problems.

D.2.4.5. Supplier's communications and working relationship with customers.

D.2.5. Failure to submit three (3) completed customer references, meeting the requirements above, will result in the Proposal being considered non-responsive. Customer References will be contacted to verify provided reference scores.

D.3. Prompt Payment Discounts, See A.18.3

E. INSTRUCTIONS TO SUPPLIER

E.1. General Information and Requirements.

- A. Sections C.2, C.3, C.4 and C.5 of this proposal contain the specification requirements for the services and additives being sought. Each section also contains a performance verification that must be completed by the supplier. The supplier must also supply all supporting test documentation as requested. (No offer will be considered without completing verification sections and providing the requested documentation.)
- B. In addition, the supplier must supply the following with the proposal:
 - 1. Material Safety Data Sheet for each of the additives.
 - 2. A brochure listing benefits, claims, etc., for each of the additives.
 - 3. Furnish one sample of each of the additives. These samples must be in the actual unopened containers quoted with this proposal. Supplier's additives are subject to spot checks to verify quality and performance throughout the term of the contract. Note: No proposal will be considered unless the above items are submitted with the response.

E.2. The Supplier must take the responsibility to:

- E.2.1.** Carefully read the entire RFP;
- E.2.2.** Seek clarification by asking questions in a timely manner;
- E.2.3.** Submit all required responses, completed to the best of Supplier's ability and submitted, by the required dates and times;
- E.2.4.** Carefully re-read the entire RFP before submitting a Proposal.

E.3. Response Format

- E.3.1.** Supplier is to submit one (1) complete hard copy of their response and Two (2) complete electronic copies on CD's, DVD's or Flashdrives which includes the completed proposal including the scanned images of the required OMES signed forms. The electronic copies must be unprotected documents. Faxed or emailed responses will not be accepted.
- E.3.2.** Please mark the CD's, DVD's or Flashdrives with the company name, solicitation number, and closing date. This requirement is in addition to the hard copy requirement listed in A.2.4.
- E.3.3.** Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.3.4.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.4. Response Instructions

- E.4.1.** Suppliers are to complete the Responding Supplier Information Form and supply any required information listed in that form.
- E.4.2.** Suppliers are to complete the Non-Collusion Form.
- E.4.3.** The Supplier's response is to contain the responses listed in Section C of the solicitation
- E.4.4.** Suppliers are to submit three references using the document, Attachment B customer References and follow the instructions provided within.

E.5. Explanation to Suppliers.

- E.5.1.** These instructions describe the mandatory proposal format the approach for the development and presentation of the Proposal. Proposals must be submitted in the format described in this sections. Failure to do so may result in rejection of the proposal.

- E.5.2.** The proposal must contain all the material requested and address all requirements identified in the RFP.
- E.5.3.** Each Supplier is responsible for providing sufficient information and document for their proposal to be thoroughly evaluated. Additional information deemed appropriate by the Supplier should be included. However, material in the Proposal which conflicts with the RFP requirements may be cause for rejection.
- E.5.4.** Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the **RFP**. Oral explanations or instructions given before proposal opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other suppliers.

E.6. INCLUDE ALL COST COMPONENTS IN PRICING

Suppliers must identify and include all elements of recurring and non-recurring costs in their pricing. Unless otherwise specified, this must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (including cost of all uncrating, disposal of shipping materials), set-up, testing and initial instruction to Agency personnel, warranty work and maintenance of the Products/services, handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards.

Notwithstanding the foregoing, in the event that market conditions, laws, regulations, or other unforeseen factors dictate, at OMES's sole discretion, additional charges may be allowed during the contract term.

E.7. Submission of Responses

- E.7.1.** All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail to theresa.johnson@omes.ok.gov and received by the contracting officer on or before 5:00 p.m. ("CDT"), on May 23, 2017. Questions must reference the identifying solicitation number.
- E.7.2.** Questions or requests for clarification received by telephone or by fax or received after 5:00 p.m. (CDT) May 23, 2017 will not be accepted, reviewed or responded to.

E.8. Product Availability

- E.8.1.** Product proposed must be a current product model and available for general marketing purposes at the opening of this solicitation. Perceptive supplier must use best effort to assure product availability through duration of contract period.

E.9. Preparation of Proposals.

- E.9.1.** Suppliers are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the supplier's risk.
- E.9.2.** Each supplier must provide the information required by the solicitation. Proposals must be typewritten or written in ink; Penciled proposals will not be accepted. Erasures or other changes **must be initialed** by the person signing the proposals.
- E.9.3.** If supplier wishes to propose "all or none" this must be clearly shown on the proposal.
- E.9.4.** The State reserves the right to accept by item, groups of items or by the total proposal.
- E.9.5.** The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

E.10. Amendments to Request for Proposal.

- E.10.1.** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- E.10.2.** Suppliers must acknowledge receipt of any amendment to this solicitation by signing and returning the amendment. Central Purchasing must receive the acknowledgment by the opening time and date specified for receipt of proposals.

E.11. Proposal Compliance.

- E.11.1.** The state reserves the right to reject any proposal that does not comply with the requirements and specifications of the RFP. A proposal shall be rejected when the supplier imposes terms or conditions that would modify requirements of the RFP or limit the supplier's liability to the State.

E.12. Proposal Conformity.

- E.12.1.** By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

E.13. Energy Conservation

- E.13.1.** Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

E.14. Conflict of Interest

- E.14.1.** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

E.15. Submission of Samples.

- E.15.1.** Proposal samples must be furnished as part of the proposal and must be received by the time specified for the receipt of proposals. Failure to furnish samples on time must result in rejection of the proposal.
- E.15.2.** Proposal samples are submissions required of suppliers to show the actual product being offered.
- E.15.3.** Product award is based on the sample provided, any product delivered must not deviate from sample.
- E.15.4.** Each sample must be labeled with the supplier's name, address, proposal number and complete commodity code number.
- E.15.5.** Sample must be sent in a separate package from proposal document and properly labeled.
- E.15.6.** Proposal samples shall be submitted at no cost to the State of Oklahoma, and will be retained till the end of the contract period. Samples, not destroyed by examination and testing or retained for comparison, will be returned at the cost of the supplier. Suppliers shall state in their proposals whether they want proposal samples returned. Proposal samples that are not returned become the property of the state of Oklahoma.

E.15.7. CHECK APPROPRIATE BLOCK

_____ **Yes, return samples**

_____ **No, do not return samples**

- E.15.8.** It is the awarded successful supplier's responsibility to contact Central Purchasing within 30 days of contract termination to arrange disposition of sample returns.

E.16. Technical Documentation.

- E.16.1.** All products proposed must meet or exceed all provisions and specifications of the RFP. Technical documentation is required by this RFP. Its purpose is to demonstrate compliance of the product proposed with applicable technical requirements of the RFP and to allow a proper evaluation of the product.
- E.16.2.** Failure to provide the required documentation with the proposal submittal must render the supplier non responsive, unless the Central Purchasing Division, in its sole discretion and in the best interest of the State, determines the acceptability of the products offered through technical documentation available within the Division as of the date of time of proposal opening. Such authority of the Division shall in no

way relieve the supplier from the ultimate responsibility to submit the required documentation, nor shall any supplier assume that such documentation is otherwise available to the Division. The State shall not be responsible for the accuracy of the technical documentation in its possession.

E.16.3. All technical documentation must be marked with the suppliers name, address, proposal number and complete category code number.

E.17. Brand Name.

E.17.1. Brand name, manufacturer number and supplier's part number must be completed on each line item.

E.17.2. Failure to do so may result in rejection of line item.

E.18. MSDS Sheets.

MSDS sheets must be supplied for applicable products with your proposal response.

F. CHECKLIST

None

G. OTHER

None

H. PRICE AND COST

PART A (BULK) STATE OF OKLAHOMA

All costs (for services, delivery, and additives) are included in the additive price. Additive must be supplied in containers of five gallons or less. (This is to allow for easy distribution throughout the State of Oklahoma system.)

H.1. BULK DIESEL FUEL ADDITIVE

1. Cost of Diesel Additive per 1 Gallon: \$ _____
2. Treatment Ratio: 1 gallon treats _____ gallons
3. Container Size (5 gallons or less): _____
4. Cost per Treated Gallon of Diesel Fuel: \$ _____
5. Product Name and Part Number: _____

H.2. BULK DIESEL FUEL ADDITIVE

1. Cost of Diesel Additive per 5 Gallon: \$ _____
2. Treatment Ratio: 1 gallon treats _____ gallons
3. Container Size (5 gallons or less): _____
4. Cost per Treated Gallon of Diesel Fuel: \$ _____
5. Product Name and Part Number: _____

H.3. BULK GASOLINE ADDITIVE

1. Cost of Gasoline Additive per 1 Gallon: \$ _____
2. Treatment Ratio: 1 gallon treats _____ gallons
3. Container Size (5 gallons or less): _____
4. Cost per Treated Gallon of Gasoline Fuel: \$ _____
5. Product Name and Part Number: _____

H.4. BULK GASOLINE ADDITIVE

1. Cost of Gasoline Additive per 5 Gallon: \$ _____
2. Treatment Ratio: 1 gallon treats _____ gallons
3. Container Size (5 gallons or less): _____
4. Cost per Treated Gallon of Gasoline Fuel: \$ _____
5. Product Name and Part Number: _____

H.5. BIOCIDES

1. Cost of Diesel Additive per Gallon: \$ _____
2. Treatment Ratio: 1 gallon treats: _____ gallons
3. Container Size(s) 5 gallons or less: _____
4. Cost per Treated Gallon of Diesel Fuel: \$ _____
5. Product Name and Part Number: _____

PART B (INDIVIDUAL GASOLINE)

All costs (for services, delivery, and additives) are included in the additive price. Additive must be supplied in small containers to treat individual vehicles (quart, pint, or smaller).

H.6. THE DEPOSIT REMOVAL ADDITIVE (to be added to fuel tank):

1. Container Size: _____ oz.
2. Can or Bottle? _____
3. Container Cost: \$ _____
4. Treats ___ gallons of gasoline.
5. Product Name and Part Number: _____

H.7. THE DEPOSIT CONTROL ADDITIVE (to be added to fuel tank):

1. Container Size: _____ oz.
2. Can or Bottle? _____
3. Container Cost: \$ _____
4. Treats _____ gallons of gasoline.
5. Can product be installed into standard automotive fuel tank without using a funnel (yes/no)? _____
6. Product Name and Part Number: _____

H.8. THE GASOLINE/DIESEL ANTI-ICING ADDITIVE (to be added to fuel tank):

1. Container Size: _____ oz.
2. Can or Bottle? _____
3. Container Cost: \$ _____
4. Product will anti-ice _____ oz of water.
5. Can product be installed into standard automotive fuel tank without using a funnel (yes/no)? _____
6. Product Name and Part Number: _____

H.9. GASOLINE CRANKCASE CLEANER (Individual Vehicles)

1. Container Size: _____ oz.
2. Can or Bottle? _____
3. Container Cost: \$ _____
4. Treats _____ quarts of oil.
5. Product Name and Part Number: _____

H.10. GASOLINE CRANKCASE OIL ADDITIVE (Individual Vehicles)

1. Container Size: _____ oz.
2. Can or Bottle? _____
3. Container Cost: \$ _____
4. Treats _____ quarts of oil.
5. Product Name and Part Number: _____

PART C (INDIVIDUAL DIESEL)

H.11 DIESEL FUEL TANK ADDITIVE (INDIVIDUAL VEHICLES)

1. Container size: _____ oz.
2. Can or bottle? _____
3. Cost: \$_____
4. Treats _____ gallons of diesel
5. Product name and part number: _____

H.12. DIESEL CRANKCASE CLEANER (Individual Vehicles)

1. Container size: _____ oz.
2. Can or bottle? _____
3. Cost: \$_____
4. Treats _____ quarts of oil
5. Product name and part number: _____

H.13. DIESEL CRANKCASE OIL ADDITIVE (Individual Vehicles)

1. Container size: _____ oz.
2. Can or bottle? _____
3. Cost: \$_____
4. Treats _____ quarts of oil
5. Product name and part number: _____

CUSTOMER REFERENCE FORM – ATTACHMENT B

Contractor's (Proposer) Name:	
Customer Name (Proposer's Customer):	
Contract Number:	
Contract Duration:	
Dollar Amount of Contract:	
Products/Services Provided:	
Customer (Proposer's Customer) Contact Name and Title:	
Customer Phone Number:	
Customer Fax Number:	
<i>Customer E Mail Address:</i>	

RATINGS: PLEASE SUMMARIZE CONTRACTOR PERFORMANCE AND CIRCLE IN THE COLUMN ON THE RIGHT THE NUMBER WHICH BEST CORRESPONDS TO THE PERFORMANCE RATING FOR EACH QUESTION. IF THE SCORE IS EITHER 1 OR 5, PLEASE PROVIDE AN EXPLANATION.

PLEASE FOLLOW THE RATING GUIDELINES BELOW FOR DESCRIPTION OF RATING SCALE:

Rating Guidelines and Description of Rating Scale:		
Exceptional	(5)	Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
Very Good	(4)	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
Satisfactory	(3)	Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
Marginal	(2)	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
Unsatisfactory	(1)	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.

CUSTOMER REFERENCE FORM

Factors Rated	Questions	Comments <i>(continue on additional sheets if desired)</i> Please comment if score is either 1 or 5	Rating
Timeliness	1. How would you rate the contractor's geographic coverage of all of your locations?		① ② ③ ④ ⑤
	2. How would you rate the supplier's ability to deliver on time throughout all your locations?		① ② ③ ④ ⑤
	3. How would you rate the contractor's turnaround time when contacted to provide on-site assistance?		① ② ③ ④ ⑤
Contract Management	4. How would you rate the contractor's conformance to your contract requirements?		① ② ③ ④ ⑤
	5. How would you rate the services provided by the supplier?		① ② ③ ④ ⑤
	6. How would you rate the supplier's resolution of unforeseen problems?		① ② ③ ④ ⑤
Quality	7. How would you rate the contractor's good workmanship standards?		① ② ③ ④ ⑤
	8. How would you rate the performance of contractor's products compared to that of its competitors?		① ② ③ ④ ⑤
Customer Satisfaction	9. How would you rate the supplier's communications and working relationship with customers?		① ② ③ ④ ⑤
	10. How would you rate your experience with the contractor's and their commitment to customer satisfaction?		① ② ③ ④ ⑤

RATER'S SIGNATURE: _____ **DATE:** _____