



Solicitation

1. Solicitation #: SW18165

2. Solicitation Issue Date: 06/26/2017

3. Brief Description of Requirement:

INDUSTRIAL GASES, SUPPLIES AND EQUIPMENT

QUESTIONS DUE: July 13, 2017, 5:00 p.m.

4. Response Due Date¹: July 25, 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 #** SW18165

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 #: SW18165

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

- B.1.1.** The contract period is Date of award through one year. The contract may be renewed, for up to two (2), one (1) year option periods.

B.2. Type of Contract.

- B.2.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.3. Contract Priority

- B.3.1.** This is a mandatory contract

B.4. Authorized Users

- B.4.1.** RFP's 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).

B.4.1.1. CHECK APPROPRIATE BLOCK

B.4.1.1.1. _____ Yes, permits usage by other than State Agencies

B.4.1.1.2. _____ No, permits usage by State Agencies only.

- B.4.2.** Conditions included in this contract shall be the same for local governments. The State has no responsibility for payments owned by local governments. Successful supplier must deal directly with the local governments

B.5. Oral Agreements.

- B.5.1.** 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.6. Notice of Award

- B.6.1.** Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.7. Extension of Contract

- B.7.1.** The State may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

B.8. Ordering.

- B.8.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders or by State Purchase Card (PCard) 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.9. Required Delivery

- B.9.1.** Delivery shall be made to various locations throughout the State. Deliveries will be as specified in the individual orders. Suppliers must state a delivery lead time this will be considered in the evaluation.

- B.9.2.** The delivery lead time: _____

B.10. Price Adjustments.

B.10.1. 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 vendors 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 price index 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. Vendor'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.

B.10.2. The Contractor Prices may be adjusted upward or downward annually based on percentage increases or decreases in the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, All items (unadjusted)

B.10.3. The annual adjustment to unit prices shall become effective each year on the anniversary of the first day of the month following that in which the contract is dated. The annual increase or decrease in the stated index shall be measured for the twelve month period ending on the anniversary of the last day of the quarter preceding that in which the contract is dated.

B.11. State and Federal Taxes.

B.11.1. Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

B.12. Contractor Invoices

B.12.1. The vendor 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 Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.12.2. Invoicing shall be made in accordance with instructions by agency or division issuing the order.

B.12.3. 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.12.4. In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices until final delivery is completed.

B.13. Inspection, Acceptance:

B.13.1. Inspection and acceptance will be destination unless otherwise provided. Destination shall mean delivered to the receiving dock, agency stockroom or other point specified in the purchase order. The State accepts 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 contract supplier shall be responsible for filing, processing and collecting all damage claims.

B.14. Prompt Payment Discounts

B.14.1. Discounts for prompt payment will be considered in the evaluation of offers. Any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

OFFER: _____ %, _____ CALENDAR DAYS.

B.15. Warranty

B.15.1. The Successful vendor 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.16. Gratuities

- B.16.1.** The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, 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 or an evaluation team member.

B.17. Patents and Royalties

- B.17.1.** The Vendor, 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 vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP 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.18. State Purchase Card (P-Card)

SUPPLIERS PLEASE NOTE - IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL CONTRACTORS 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: _____

B.28.2. Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total of goods shipped may be charged to the P-Card upon shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within two (2) business days of the charge.

B.19. Contract Management Fee

- B.19.1.** 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.19.2.** The check should be mailed to:

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

B.20. Contract Usage Reporting Requirements.

- B.20.1.** 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.20.2.** 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.20.2.1. Strategic.Sourcing@omes.ok.gov

B.20.3. Contract quarterly reporting periods for management fees and 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.20.4. Failure to provide contract management fees and usage reports shall result in cancellation or suspension of contract.

C. SOLICITATION SPECIFICATIONS

C.1. Definitions

- C.1.1.** (a) *RFP means Request for Proposal.*
- C.1.2.** (b) *Release* means purchase order issued against the specified contract.
- C.1.3.** (d) *State* means the State of Oklahoma

C.2. INTRODUCTION

- C.2.1.** The purpose of this contract is to provide gases of medical, industrial and specialty grade to State of Oklahoma departments, agencies, commissions and boards and eligible universities, political subdivisions at their discretion.

C.3. Specifications

- 1.1 Pickup dates and times will be agreed upon by the ordering Agency and the Contractor.
- 1.2 After each delivery and pickup, the Contractor shall provide and leave a packing slip or other similar document with the State contact that contains:
 - 1.2.1 Size, serial number and contents of each container delivered.
 - 1.2.2 Size, serial number and contents of each container rejected.
 - 1.2.3 Size, serial number and contents of each container ready to be returned.
 - 1.2.4 Size, serial number and contents of each container actually returned.
 - 1.2.5 Date of delivery/pickup.
 - 1.2.6 Name of driver.
 - 1.2.7 Signature of driver and State contact.
- 1.3 *The Contractor must keep a sufficient back-stock of commonly used gases.*
- 1.4 Contractor shall designate a representative to visit with the agency's designee, if requested, to assess, analyze and recommend changes to service.
- 1.5 Contractor shall provide the name and contact information of a representative who will be available 24 hours a day, 7 days a week, in the event of an emergency.
- 1.6 All containers shall comply with all applicable laws, rules and regulations, including but not limited to those set forth by the Compressed Gas Association and the US Department of Transportation.

C.4. GAS AND CONTAINERS SPECIFICATIONS

- 3.1 The minimum purity of any gas offered must be equal to, or greater than, the stated purity on the contract price sheets. The gases shall be commercial grade, unless otherwise noted.
- 3.2 The cylinder sizes shall be within (+/-) five (5) percent of the size listed in the market basket.
- 3.3 All medical gases supplied in this contract shall be medical grade gases and these gases must be manufactured at an FDA registered facility. All medical gases must meet United States Pharmacopeia (USP) and (National Fire Protection Association (NFPA) regulations.
- 3.4 All compressed gas cylinders used for the packaging of gases shall be manufactured under regulations of the U.S. Department of Transportation and no gas shall be filled into a cylinder that is not properly marked to indicate that it complies with these specifications. All cylinders shall contain a positive type safety disc to meet requirements of the Department of Transportation and the Bureau of Explosives.
- 3.5 Before filling special gases for analytical usage, each cylinder shall have any remaining gas evacuated and be inspected and tested before delivery.
- 3.6 All post-type cylinder valves shall be pin indexed in accordance with Compressed Gas Association regulations.

C.5. CYLINDER LABELING, IDENTIFICATION & CERTIFICATION

- 4.1 All cylinders shall be affixed with a label identifying supplier's name/logo and address to insure the correct cylinders are returned to the Contractor.
- 4.2 Each cylinder must list contents and grade.
- 4.3 All containers/cylinders shall be marked, labeled and shipped in accordance with the nationally recognized standards and in accordance with all parts of the Code of Regulations - D.O.T. Hazardous Materials Regulations 49 CFR, Parts 171-185, (6/2002) and NFPA Pamphlet 58, Standard for the Storage and Handling of Liquefied Petroleum Gases (2001), or most current versions.
- 4.4 For all high purity, ultra-high purity, specialty gases as well as gas mixtures, the contractor must provide, at no cost to the State, a "Certificate of Analysis" (COA) and/or a batch analysis for all gases being delivered under this contract. Any delivery without a COA and/or batch analysis may be deemed unacceptable and non-compliant to the terms of the contract and may be returned at the contractor's expense.

C.6. CYLINDER FITTINGS

- 5.1 All cylinder fittings shall be in accordance with the Compressed Gas Association (CGA) standards. In the event of any modifications by the CGA to these standards the State shall be notified, in writing, 30 days prior to the delivery of any modified cylinders to allow time to obtain new cylinder regulators.
- 5.2 All cylinder valves shall comply with all applicable laws, rules and regulations, including but not limited to those set forth by the Compressed Gas Association and the US Department of Transportation.
- 5.3 All cylinders requiring metal caps shall be securely applied on delivery.

D. EVALUATION

- D.1.** This contract will be awarded by the best value method.
- D.2.** Evaluation factors will include
 - D.2.1.** Cost
 - D.2.2.** Early pay Discount
 - D.2.3.** To award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply

E. INSTRUCTIONS TO SUPPLIER

E.1. The Supplier must take the responsibility to:

- E.1.1.** Carefully read the entire RFP;
- E.1.2.** Seek clarification by asking questions in a timely manner;
- E.1.3.** Submit all required responses, completed to the best of Supplier's ability and submitted, by the required dates and times;
- E.1.4.** Carefully re-read the entire RFP before submitting a Proposal.

E.2. Response Format

- E.2.1.** Supplier is to submit one (1) complete hard copy of their response and on Two (2) CD's which includes the completed proposal including the scanned images of the required OMES signed forms. Also, the Supplier's URL for their searchable price list is to be listed on that CD or their searchable price list is to be submitted on a separate CD. CD(s) must be unprotected documents. Faxed or emailed responses will not be accepted. Please mark the CD's with the company name, solicitation number, and closing date. Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.2.2.** Please ensure that your Discs are marked clearly with the RFP Number.
- E.2.3.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.3. Response Instructions

- E.3.1.** Suppliers are to complete the Responding Bidder Information Form and supply any required information listed in that form.
- E.3.2.** Suppliers are to complete the Non-Collusion Form.
- E.3.3.** The Supplier's response is to contain the responses listed in Attachment A.

E.4. 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.

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.5. Explanation to Suppliers.

- E.5.1.** 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.5.2.** The proposal must contain all the material requested and address all requirements identified in the RFP.

- E.5.3.** 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.5.4.** 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.6. Submission of Responses

- E.6.1.** 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 July 13, 2017. Questions must reference the identifying solicitation number.
- E.6.2.** Questions or requests for clarification received by telephone or by fax or received after 5:00 p.m. (CDT) July 13, 2017 will not be accepted, reviewed or responded to.

E.7. Product Availability

- E.7.1.** 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.8. Preparation of Proposals.

- E.8.1.** (a) 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.8.2.** (b) Each supplier shall provide the information required by the solicitation. Proposals shall be typewritten or written in ink; Penciled proposals will not be accepted. Erasures or other changes **shall be initialed** by the person signing the proposals.
- E.8.3.** (c) Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.8.4.** (d) Unit price shall be entered on the form provided or a copy thereof.
- E.8.5.** (e) If supplier wishes to propose "all or none" this must be clearly shown on the proposal.
- E.8.6.** (f) Recipients of this solicitation not responding with a response shall return only the front sheet (CP-01 form) annotated with "No Bid", their company and address.
- E.8.7.** (c) The State reserves the right to accept by item, groups of items or by the total proposal.
- E.8.8.** (d) The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.
- E.8.9.** Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Division. To be considered, a request for review must be received no later than the due date and time for submission of questions. The Central Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

E.9. Amendments to Request for Proposal.

- E.9.1.** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- E.9.2.** Suppliers should 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.10. Proposal Compliance.

- E.10.1.** 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.11. Proposal Conformity.

E.11.1. By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

E.12. Energy Conservation

E.12.1. Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

E.13. Conflict of Interest

E.13.1. 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.

F. CHECKLIST

None

G. OTHER

None

H. PRICE AND COST (ATTACHMENT A)

- H.1.** Tier 1 – Market Basket (fixed price portion) – pricing for all items on the market basket will be fixed pricing (discount-off-list or cost-plus will not accepted.) The price set for each item is a "firm-fixed" price (for the first year), and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes, etc, unless any of these factors are listed on the spreadsheet as a separate line item.
- H.2.** Delivery shall be "F.O.B. Destination". Unless freight/handling fees are listed on the spreadsheet as a separate line item, the price set for each item shall include all freight/handling fees.
- H.3.** Tier 2 – Discount from Contractor Price List - Tier 2 will be a discount off of Respondent's list prices. Respondents should provide a discount percentage, name the source of the list prices against which the discount will be calculated, and state the resulting Standard delivered price. Suppliers are to list their percentage discount off the manufacturer's list price for each type of product listed in % Discount in Attachment A, Cost Workbook.
- H.4.** Contractor should be able to provide a broad catalog or product offering within each category. New price list that are released by the Contractor, subsequent to the initial price list may include new products, but new products will be subject the same Tier 2 discounts stated.
- H.5.** Alternate Proposal: Suppliers are encouraged to demonstrate any pricing alternatives which may provide a savings to the State by submitting an alternate proposal in an attempt to offer a multi solution contract. All responsible, responsive proposals will be considered to provide end users with several options.
- H.6.** Value Add Services: Offers will be evaluated to determine which proposal will maximize state resources by offering additional services (value added), i.e. enhancements to what is being specified in the solicitation.

[illegible]

[illegible]

Supplier shall provide a category discount proposed discount percentage for all categories. Supplier shall provide a complete price list of all products available on each category.		
ALL CHARGES ASSESSED TO THE STATE FOR THE INSTALLATION, DELIVERY, AND USE OF THE GASES MUST BE CLEARLY DEFINED IN THIS SECTION. NO CHANGE TO THE FEE STRUCTURE, ASSESMENT, FREQUENCY OR ADDITIONAL CHARGES NOT LISTED BELOW WILL BE ACCEPTED UNLESS REQUEST BY THE STATE.		
NUMBER	CATEGORY	PRICE DISCOUNTS
	Gas Mixtures, Special Purpose Gas Mixtures to include UHP Argon, UHP Methane, Helium, Carbon Dioxide.	
	Laboratory Gases: Argon, Carbon Dioxide, Helium, Hydrogen, Nitrogen, etc. Lab gases to include: Acetylene, Argon, Helium, Hydrogen, Nitrogen and Oxygen.	
	Medical Gases (For Anesthesia, Respiration Therapy, etc): Carbon Dioxide, Cyclopropane, Nitrous Oxide, (Pure) Oxygen, etc. Medical gases to included: Acetylene and Oxygen.	
ADDITIONAL CHARGES: SUPPLIER TO INDICATE BELOW ALL APPLICABLE CHARGES:		
ADD BEST PRICING OPTIONS:		
		.

[illegible]



Amendment of Solicitation

Date of Issuance: 7-18-2017

Solicitation No. SW18165

Requisition No. N/A

Amendment No. One (1)

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: _____ 3:00 PM CST/CDT

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

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

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

Theresa Johnson
Contracting Officer

405 - 521 - 2289
Phone Number

theresa.johnson@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

AMEND SOLICITATION TO READ:

ITEM #7 - Requesting agency: STATEWIDE CONTRACT, ALL AGENCIES

The additional following questions have been submitted by suppliers, this amendment is issued to incorporate clarifications and to share this information with all suppliers. The questions and subsequent answers are numbered and in bold type for clarity.

QUESTION #1 Can you tell me what facility this is for? I don't see it on the Solicitation.

ANSWER #1 — This is a statewide contract for use by all state agencies. A statewide contract is defined below

Statewide contract: means a contract for specific acquisition for a specified period with a provision allowing the agencies and local governmental entities to place orders as the acquisitions are needed for delivery during the period specified

CONTINUED ON PAGE TWO

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature

Description of Amendment - continuing

INDUSTRIAL GASES, SUPPLIES AND EQUIPMENT
SW18165 – AMENDMENT ONE
PAGE TWO

QUESTION #2 - Do you have any quantity information on CD 50 and CD I200 (line 18 and 19)?

ANSWER #2 – No, that is not available. Per section E.8.3 any usage amounts specified are estimate only and are not guaranteed to be purchased.

QUESTION #3 - On the liquid nitrogen part numbers: NI 160LT22 and NI 180LT22 (lines 12 and 13), might those be medical or NF grade nitrogen?

ANSWER #3 – Both, per section C.2.1 – the purpose of this contract is to provide gases of medical, industrial and specialty grade to State of Oklahoma departments, agencies, commissions and boards and eligible universities, and political subdivisions at their discretion.

QUESTION #4 - We recently submitted a proposal for the OSBI in OKC (solicitation 3080000362), does this solicitation include that cylinder usage as well?

ANSWER #4 – this is unknown.

QUESTION #5 - I have a list of what you are looking for but I need 1 thing from you to be able to get you the right pricing. Size of the bottles you are looking for on each of the gases?

ANSWER #5 – this is unknown.

QUESTION #6 - I look forward to hearing from you on the below questions, but I also have another question regarding how the monthly invoicing might work. Does the State of Oklahoma plan on have each end user or cost center pay for monthly rental of cylinders or as one invoice to the State monthly? Thank you for your time.

ANSWER #6 – Invoicing shall be to the ordering agency, Per B.12.1 – The vendor shall be paid up submission of proper certified invoices to the ordering agency.

QUESTION #7 - I have a couple of questions on the bid for industrial gases. Do you have a list of locations that we would be responsible for deliveries if awarded?

ANSWER #7 – You would be responsible for delivery statewide to all state agencies

QUESTION #8 - Is this an all inclusive bid for gases, meaning will be the lone supplier if awarded? Do you have kind of history or quantities on these items?

ANSWER #8 – Yes, this will be an all-inclusive contract for gases, however per section A.15.1 –The State. . . may award the contract to more than one bidder by awarding the Contract(s) by item or groups of items.