



Solicitation #: 3080000318

Solicitation Issue Date: 06-24-2014

**Brief Description of Requirement:**

The Oklahoma State Bureau of Investigation (OSBI) is seeking to contract with a vendor to supply laboratory grade gases and compressed air to Forensic Science Center and each of four regional laboratories located statewide on a per needed bases. Quantities stated are based on estimated annual usage. The OSBI may or may not purchase all of the quantities listed, or may use more than the quantities listed. Delivery charges and cylinder rentals should be quoted as separate items.

**Response Due Date**<sup>1</sup>: JULY 8, 2014

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

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

Agency Name: OSBI

- U.S. Postal Delivery: 6600 N. Harvey, Oklahoma City, OK 73116
- Carrier Delivery: 6600 N. Harvey, Oklahoma City, OK 73116

**Solicitation Type** (type "X" at one below):

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

**1. Shipping Location:** All Laboratory Locations listed in Delivery Locations of section B.

**2. Contracting Officer:**

Name: Cheryl Gibbon  
 Phone: 405-879-2649  
 Email: cheryl.gibbon@osbi.ok.gov

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

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



"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 3080000318 \_\_\_\_\_

2. **Bidder General Information:**

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

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

3. **Bidder Contact Information:**

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

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

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

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

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

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

4. **Oklahoma Sales Tax Permit<sup>1</sup>** (type "X" at one below):

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State** (type "X" at one below):

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

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

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act (type "X" at one below):

YES – include a certificate of insurance with the bid

NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/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 #: 3080000318

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.

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 (type "X" at one below):

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

## **A. GENERAL PROVISIONS**

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

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

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

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

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

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

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

### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST

APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

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

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

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

Sealed bids shall be opened by the Purchasing Staff \_\_\_\_\_ located at 6600 N. Harvey, Oklahoma City, OK 73116 \_\_\_\_\_ at the time and date specified in the solicitation as the Response Due Date and

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

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

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

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

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

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

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and
  - A.9.2.3. 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 Contracting Officer specified in 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 State prior to the closing date.

**A.13. Rejection of Bid**

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

**A.14. Award of Contract**

- A.14.1. 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.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. 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.15. Contract Modification**

- A.15.1. 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 Contract Modification, signed by the State Purchasing Director.
- A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

**A.16. Delivery, Inspection and Acceptance**

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility

for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.17. Invoicing and Payment**

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.18. Tax Exemption**

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

#### **A.19. Audit and Records Clause**

- A.19.1. 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.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.20. 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.21. 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.22. 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.23. Termination for Cause**

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

- A.23.2. 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.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.24. Termination for Convenience**

- A.24.1. 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.24.2. 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.25. Insurance**

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

#### **A.26. 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.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

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

#### **A.28. 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.29. 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.

**C. SOLICITATION SPECIFICATIONS****C.1 SCOPE**

The Oklahoma State Bureau of Investigation (OSBI) is seeking to contract with a vendor to supply laboratory grade gases and compressed air to the Forensic Science Center and each of the four regional laboratories located statewide on an as needed basis. Quantities stated are based on estimated annual usages. The OSBI may or may not purchase all of the quantities listed, or may use more than the quantities listed. Delivery charges and cylinder rentals should be quoted as separate line items.

**C.2 SPECIFIC TYPES OF GASES****C.2.1 HELIUM GAS**

Grade: Chromatographic Grade  
Estimated Annual Quantity: 125 cylinders  
Tank size: T series tanks, (1 L) 291 cubic feet/cylinder  
Purity: Ultra High Purity (99.995% minimum purity, 3ppm maximum moisture).

**C.2.2 NITROGEN GAS**

Grade: Chromatographic Grade  
Estimated Annual Quantity: 200 cylinders  
Tank size: T series tanks, (1L) 300 cubic feet/cylinder  
Purity: High Purity (99.995% minimum purity, 3ppm maximum moisture)

**C.2.3 LIQUID NITROGEN**

Grade: LS-160 OR LW-160  
Estimated Annual Quantity: 30 cylinders  
Tank size: LW-160 = 3,940 cubic feet/cylinder  
Special Information: To be dispensed at delivery location

**C.2.4 ARGON GAS**

Estimated Annual Quantity: 1 cylinders  
Tank size: T (1L) 300 cubic feet/cylinder  
Purity: Pre-purified - High Purity

**C.2.5 COMPRESSED AIR**

Estimated Annual Quantity: 6 cylinders  
Tank size: T series tanks, 300 cubic feet/cylinder

**C.2.6 CYLINDER RENTAL**

Estimated Annual Quantity: 355 Cylinders

**D. EVALUATION****D.1. Evaluation Criteria:**

Contract awards will be made to the lowest and best bidder(s).

**D.2. Bid**

**D.2.1** Only bids found to be responsive to the technical specifications and other requirements of this ITB will be evaluated.

**D.2.2** The OSBI shall evaluate bids in response to the solicitation and will award a contract to the bidder whose bid is determined to be the lowest and best responsive bid from a responsible bidder.

**D.2.3** The OSBI may: (1) reject any and all bids; (2) accept other than the lowest bid; and (3)

## **B. SPECIAL PROVISIONS**

**B.1** The initial term of the contract will be effective date of award through June 30, 2015.

Initial Contract Period:                      Date of Award through June 30, 2015

### **B.2 DELIVERY LOCATIONS**

Forensic Science Center  
800 East Second  
Edmond, Ok 73034

OSBI SW Regional Laboratory  
5 NE 22<sup>nd</sup> Street  
Lawton, Ok 73501

OSBI NW Regional Laboratory  
1305 E Own Garriott Blvd  
Enid, Ok 73701-6237

OSBI NW Regional Laboratory  
1995 Airport Parkway  
Tahlequah, Ok 74464

### **B.3 BIDDER SUBMISSION**

Bidders must complete and return the attached price sheet along with the bid solicitation.

### **B.4 DELIVERY SCHEDULE**

Bidders shall provide delivery schedule by area or number of days lead time required for delivery after order has been requested.

### **B.5 INVOICING**

Supplier will send one copy of their invoice bearing the purchase order number to: OSBI Attn: Accounting Department , 6600 N Harvey, Oklahoma City, OK 73116. Billing will be in arrears of service provided or goods Received.

## **C. SOLICITATION SPECIFICATIONS**

Page 10

Add a gas to Section C.2.7

HYDROGEN GAS

Grade: Chromatographic Grade

Estimated Annual Quantity: 10 Cylinders

Tank Size: T series Tanks, (1L) 30 Cubic feet/ cylinder

Purity: Ultra High Purity

## **D. EVALUATION**

Pages 10 and 11

## **E. INSTRUCTIONS TO SUPPLIER**

Page 11 and 12

## **F. CHECKLIST**

Page 12

## **G. OTHER**

None

OMES/PURCHASING

## H. PRICE AND COST

Page 12

waive informalties or minor Irregularities In bids received. The OSBI reserves the right to cancel this ITB if it is determined to be in the best interest of the State. Failure to furnish all Information or to follow the bid format requested in this ITB may disqualify the bid.

## **E. INSTRUCTIONS TO SUPPLIER**

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

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

### **E.2. Mandatory and Non-Mandatory Terms**

- E.2.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this ITB, the specification being referred to is a mandatory specification of this ITB. Failure to meet any mandatory specification may cause rejection of the supplier's bid.
- E.2.2.** Whenever the terms "can", "may", or "should" are used in this ITB, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

### **E.3. Bid Submission**

- E.3.1.** Bidder must complete and return Bidder Response Form (Page 13).
- E.3.2.** Bidder must submit Responding Bidder Information form, fully executed and signed. (Page 2 of OMES-Form-CP-076SA). It must be completed and signed, in ink, by a company representative authorized to enter into a contractual agreement on behalf of that company and the original returned with the bidder's response.
- E.3.3.** Bidder must submit Non-Collusion Certification form, fully executed and signed. (Page 3 of OMES-Form CP-004SA). It must be completed and signed, in ink, by a company representative authorized to enter into a contractual agreement on behalf of that company.
- E.3.4.** Bid response (along with required submittals stipulated within this ITB) shall consist of one original, signed and notarized. Bidders are expected to carefully examine this solicitation, all instructions, and any amendment(s) (if applicable). Failure to do so may cause the bid to be rejected.
- E.3.5.** Deviations and exceptions from terms and conditions or specifications shall be described fully on the bidder's letterhead. In the absence of such statement, the bid shall be accepted in strict compliance with all terms, conditions and specifications. The OSBI reserves the right to reject any deviations and exceptions from terms and conditions or specifications submitted by the bidder.

**E.4. Response Material Ownership**

All material submitted regarding this ITB becomes property of the State of Oklahoma.

**E.5. Incurring Costs**

The OSBI shall not be obligated or be liable for any cost incurred by bidder prior to issuance of a contract. All cost to prepare and submit a response to this solicitation shall be borne by the bidder.

**E.6. Clarification Questions**

**E.6.1.** Clarification of the contents of this ITB may be requested in writing via E-Mail to OSBI

Contracting & Acquisitions Administrator; Nancy McFarland at [nancy.mcfarland@osbi.ok.gov](mailto:nancy.mcfarland@osbi.ok.gov)

**E.6.2.** Clarification requests must be clearly marked with the ITB number and received not later than seven (7) working days prior to Response Due Date. Bidder's questions, submitted in writing, will be responded to in the form of an amendment or addendum, and will be distributed to all suppliers. PLEASE NOTE: All amendments must be signed and returned with the vendors bid response.

**F. CHECKLIST**

**F.1.** Responding Bidder Information Form (Page 2 of OMES-Form-CP-076SA).

**F.2.** Non-Collusion Certification Form (Page 3 of OMES-Form CP-004SA).

**F.3.** OSBI Bidder Response Form (Page 13)

**F.4.** Envelope – Insert the name and address of the bidder in the upper left corner of the single envelope, package or container. ITB Number must appear on the face of the single envelope.

**F.5.** Initial in Ink, each alteration

**F.6.** All amendments signed (if applicable)

**G. OTHER**

None

**H. PRICE AND COST**

**H.1.** Bidders must complete and return the attached price sheet along with bid response. Delivery charges and cylinder rentals should be quoted as separate line items.

**H.2.** See OSBI Bidder Response Form (Page 13)

# SOLICITATION REQUEST



Request for Quote    
  Request for Proposal    
  Request for Bid

**Dispatch via Print**

**State Bureau of Investigation**  
 OKLAHOMA STATE BUREAU OF INVESTIGATION  
 6600 N HARVEY  
 OKLAHOMA CITY OK 73116

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
3080000318	06/06/2014	Cheryl Gibbon	1
<b>Payment Terms</b>	<b>Date Time Quote Open</b>	<b>Closing</b>	
0 Days	06/06/2014 02:29 PM	07/08/2014 03:00 PM	

Requisition Number Reference:

**Ship To:** OKLAHOMA STATE BUREAU OF INVESTIGATION  
 6600 N HARVEY  
 OKLAHOMA CITY OK 73116

**Bill To:** OKLAHOMA STATE BUREAU OF INVESTIGATION  
 6600 N HARVEY  
 OKLAHOMA CITY OK 73116

**Vendor: NAME**  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost
1	42191710 / 1000008075 GASES:Gases, containers, equipment: laboratory, medical, and welding	1	EA		

THIS IS AN ANNUAL CONTRACT FOR LABORATORY GASES AND COMPRESSED AIR TO BE BID AS PER A NEED BASIS FOR THE DIFFERENT LABORATORIES LISTED ON THE SOLICITATION. USER WILL CALL VENDOR WHEN ITEMS TO BE ORDERED.

PRICES NEED TO BE FILLED OUT ON THE BIDDER RESPOSNE FORM.

THE FOLLOWING GASES ARE TO BE INCLUDED IN THIS REQUEST FOR BID AND THE PRICE PER CYLINDER. ESTIMATED NUMBER OF CYLINDERS LISTED BELOW AND IN SECTION C.2

1. HELIUM GAS  
 GRADE: CHROMATOGRAPHIC GRADE  
 ESTIMATED ANNUAL QUANTITY: 125 CYLINDERS  
 TANK SIZE: T SERIES TANKS, (1 L) 291 CUBIC FEET/ CYLINDER  
 PURITY: ULTRA HIGH PURITY (99.995% MINIMUM PURITY, 3PP MAXIMUM MOISTURE)
2. NITROGEN GAS  
 GRADE CHROMATOGRAPHIC GRADE  
 ESTIMATED ANNUAL QUANTITY: 200 CYLINDERS  
 TANK SIZE: T SERIES TANKS, (1L) 300 CUBIC FEET/ CYLINDER  
 PURITY: HIGH PURITY (99.995%MINIMUM PURITY, 3PPM MAXIMUM MOISTURE)
3. LIQUID NITROGEN  
 GRADE: LS-160 OR LW-160  
 ESTIMATED ANNUAL QUANTITY: 30 CYLINDERS  
 TANK SIZE: LW-160 = 3940 CUBIC FEET/ CYLINDER  
 SPECIAL INFORMATION: TO BE DISPENSED AT DELIVERY LOCATION
4. ARGON GAS  
 ESTIMATED ANNUAL QUANTITY: 1 CYLINDER  
 TANK SIZE: T (1L) 300 CUBIC FEET / CYLINDER  
 PURITY: PRE-PURIFIED HIGH PURITY
5. HYDROGEN GAS  
 GRADE: CHROMATOGRAPHIC GRADE  
 ESTIMATED ANNUAL QUANTITY: 10 CYLINDERS  
 TANK SIZE: T SERIES TANKS, (1L) 30 CUBIC FEET/ CYLINDER  
 PURITY: ULTRA HIGH PURITY
6. COMPRESSED AIR  
 ESTIMATED ANNUAL QUANTITY: 1 CYLINDER  
 TANK SIZE: T SERIES TANKS, 300 CUBIC GEET /CYLINDER

**Freight Terms:**                      FOB DEST                      **Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**This is NOT AN ORDER**

All returned quotes and related documents must be identified with our request for quote Number.

**Authorized Signature**



# SOLICITATION REQUEST

Request for Quote     Request for Proposal     Request for Bid

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3080000318	06/06/2014	Cheryl Gibbon	2
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0 Days	06/06/2014 02:29 PM	07/08/2014 03:00 PM	

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6600 N HARVEY  
OKLAHOMA CITY OK 73116

**Vendor:** NAME \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost

2 24111802 / 1000012437 RENTAL: Cylinders, 1 EA

CYLINDER RENTALS

ESTIMATED ANNUAL QUANTITY:

372 CYLINDERS  
PRICE IS FOR EACH CYLINDER LISTED BELOW:  
PRICES NEED TO BE FILLED OUT ON  
BIDDER RESPONSE FORM

HELIUM GAS	ESTIMATED 125 CYLINDERS
NITROGEN GAS	ESTIMATED 200 CYLINDERS
LIQUID NITROGEN	ESTIMATED 30 CYLINDERS
ARGON GAS	ESTIMATED 1 CYLINDER
COMPRESSED GAS	ESTIMATED 6 CYLINDERS
HYDROGEN GAS	ESTIMATED 10 CYLINDERS

**Freight Terms:** FOB DEST      **Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

3 78121603 / 1000008974 SHIPPING: General Charges 1 EA

DELIVERY CHARGE  
PRICE PER EACH DELIVERY  
PRICES NEED TO BE FILLED OUT ON BIDDER RESPONSE FORM

**Freight Terms:** FOB DEST      **Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

COMMENTS:  
The Oklahoma State Bureau of Investigation (OSBI) is seeking to contract with a vendor to supply

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Authorized Signature



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3080000318	06/06/2014	Cheryl Gibbon	3
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6600 N HARVEY  
OKLAHOMA CITY OK 73116

**Vendor:** NAME

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

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
------	-------------------------	------	-----	-----------	-----------

laboratory grade gases and compressed air to Forensic Science Center and each of four regional laboratories located statewide on a per needed bases. Quantities stated are based on estimated annual usage. The OSBI may or may not purchase all of the quantities listed, or may use more than the quantities listed.

Delivery charges and cylinder rentals should be quoted as separate line items.

Purchasing agent: Cheryl Gibbon (405) 879-2648  
Cheryl.gibbon@osbi.ok.gov

The State Official signing this requisition affirms any contract resulting from this request shall comply with the following:

- A. No employee of the state agency is able and available to perform the services to be provided pursuant to the contract.
- B. The state agency shall receive, review and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the State Purchasing Director.
- C. The state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:
  - 1) Monitoring and auditing supplier performance,
  - 2) The periodic review of interim reports, or other indications of performance, and
  - 3) If requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services.
- D. The work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract.
- E. The contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract.
- F. No current state employee will engage in the performance of the contract, unless specifically approved by the State Purchasing Director.
- G. The purchase of the nonprofessional or professional services is justified, and
- H. The contract contains provisions that are required by 74 O.S. Section 85.41.

**NOTE:**

This requisition for services, in accordance with 74 O.S. Section 85.4.E.1, must be signed by the Chief Administrative Officer of the State agency or the Chief Administrative Officer of the requisitioning unit.

Initial contract period is one year. Contract may be renewed at the same terms and conditions for 4 successive one year periods.

1ST CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2015

OTHER CONTRACT DATES LISTED IN THE SOLICITATION

**This is NOT AN ORDER**

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**Authorized Signature**



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**Vendor: NAME**

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

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
SECTION B. SPECIAL PROVISIONS.					

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**Authorized Signature**