



Request for Quote # RFQ 01-18

Medical Oxygen Tank Exchange Service

Quote Posted: 07/5/17

Deadline for Quotes 07/19/17 at 2:30 P.M.

PLEASE FAX OR EMAIL RESPONSES TO Fax: 410-548-3192 or Email:
mlowe@salisbury.md NO LATER THAN 07/19/2017 @ 2:30 P.M.

City of Salisbury Procurement Department
125 N. Division St., Room 104 Salisbury, MD 21801
PH: 410-548-3190 FX: 410-548-3192
www.salisbury.md

Scope of Services: Medical Oxygen Tank Exchange Service

A. The City of Salisbury Fire Department has 61 Medical Oxygen “D” cylinders and 14 Medical Oxygen “H” cylinders with regulators. The City of Salisbury does not have a way to provide regulators for delivered oxygen tanks. Regulators should be included with the cost of the tank itself. We are requesting quotes for a one year exchange service program with options to renew for two additional 1-year periods.

B. Cylinders are located at the three Fire Stations listed below. The successful firm is to exchange cylinders as needed at each fire station on a weekly basis.

1. Station 1 - 1100 S. Schumaker Dr. Monthly Average – 10 D size & 1 H size
2. Station 2- 401 Naylor St. Monthly Average – 13 D size & 1 H size
3. Station 16 – 325 Cypress St. Monthly Average – 18 D size & 4 H size

C. Complete, sign and return the “Pricing Form, References, and Exceptions and Addenda Page, Ownership Disclosure”, Pages 6 through 10, at bottom of this RFQ. This can be emailed to Michael Lowe at mlowe@salisbury.md, faxed to 410-548-3192 or mailed or hand delivered to City of Salisbury, Purchasing Dept., 125 N. Division St., Room 104, Salisbury, MD 21801 no later than Wednesday, July 19th, 2017 at 2:30 P.M.

Renewal and Pricing

A. The contract duration shall be August 1st, 2017 through July 31st, 2018. The City reserves the right to renew this Contract with the same prices, terms and conditions as the original Contract for two (2) one-year terms on a yearly basis, contingent upon mutual agreement between the City and the Vendor. The Vendor has the option of declining this renewal.

B. Pricing shall remain the same for services throughout the duration of the Contract.

Terms and Conditions

A. The following terms and conditions, together with such terms as are set forth in the Contract, with such plans, specifications or other documents as are incorporated by reference, as amended in any subsequent authorized writing from the City, will constitute the entire contract (the “Purchase Order”) between the City of Salisbury, MD and Vendor. If bid documents, performance specifications, technical product descriptions or other similar descriptive materials submitted by Vendor in connection with the Purchase Order, or Vendor’s proposal, have been incorporated by reference, these will not be deemed to supersede any contrary requirements of the City, but to the extent that such materials or work is not consistent with the City’s requirements, they will constitute a part of the basis of this agreement. If the receipt of Contract or Purchase order is construed as an offer, this offer expressly limits acceptance to the terms of this offer and notice of objection to any different or additional terms in any response to this offer is hereby given. If this Contract or Purchase Order is construed as a confirmation of an existing contract, the parties agree that this confirmation states the exclusive terms of any contract between the parties. The Contract or Purchase order will be deemed to have been accepted by the Vendor upon receipt by the City of any writing, including a writing transmitted by fax or other means of electronic transmission, indicating acceptance, or by any of the following: (i) shipment of the goods or any portion thereof, (ii) commencement of any work on site or (iii) performance of any services hereunder.

B. Indemnity and Hold Harmless: Vendor will indemnify, defend and hold the City harmless from and against any and all cost (including reasonable attorney’s fees), expense, liability or damage on account of, relate to, or resulting from any and all demands, claims or causes of

actions asserted against the City by any person or persons for injury or damages to persons, including death or property resulting from, arising out of, or related to the negligent, intentional or wrongful acts or omissions, or breaches of this Contract by the Vendor or its respective agents, employees, or subcontractors in connection with the use of the services provided under this Contract.

C. Assignment/Subcontracting: Neither party will have any right to assign this Contract or any benefits arising from this Contract without prior written consent of the other and, unless otherwise agreed upon in writing, the rights of any assignee will be subject to all set-offs, counterclaims, and other comparable rights arising hereunder. Vendor will not delegate or subcontract the work to be performed under this Contract.

D. Compliance with Laws and Regulations: The Vendor agrees to comply with all applicable Federal, State, and local laws and regulations.

E. Termination Without Cause: The City in its sole discretion and without cause, may terminate this Contract, in whole or in part, at any time without incurring liability to the Vendor for lost profits, or any other costs or damages.

F. Electronic/ Facsimile Transmission: If this Purchase Order is transmitted by fax or by other means of electronic transmission, such transmission will have the legal significance of a duly executed original delivered to the Vendor.

G. Payment: If no other terms are specified, each invoice will be payable within 30 days after the later (i) delivery and acceptance of goods or other performance conforming with the terms of this Purchase order and (iii) invoicing. The City is exempt from sales and use tax in the State of Maryland. Vendor assigns to the City all rights to refunds of sales and use taxes paid in connection with this Purchase order/Contract and agree to cooperate with the City in the processing of any refund claims. Unless expressly provided in the Purchase Order, the City will not be liable for any shipping, handling, fuel surcharges or similar fees.

I. Time: If delivery or completion dates cannot be met, Vendor will inform the City immediately. Such notice will not, however, constitute a change to the delivery or completion terms of this Contract unless the City modifies the Contract in writing. If any item is not received or if any element of the work is not completed by the date specified, the City at the City's option and without prior notice to the Vendor, may either approve a revised date or may cancel the Contract and may obtain such goods or work elsewhere and in either event the Vendor will be liable to the City for any resulting loss incurred by the City. Vendor's sole remedy for a delay caused by City will be an extension in time for Vendors performance equal to the duration of the City's delay. Vendor will not be liable for damages resulting from Vendors failure to deliver or complete, or for delays in delivery or completion, caused solely by strikes not caused by or within the control of the Vendor, lock-outs not caused by or within the control of the Vendor, fires, war, or acts of God. Timing and delivery and/or performance of the work is of the essence of this contract.

J. Improper Performance and Disputes: In addition to other remedies provided by law, the City reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of the Contract if the Vendor fails to deliver all or any part of the goods or perform any of the work in accordance with this Contract. Acceptance of any part of the Purchase Order or Contract will not bind the City to accept any future shipments or work, nor deprive it of the right to return any goods already accepted. At City's option, if City so elects in its sole discretion with regard to any particular dispute, any dispute arising in connection with this Contract will be resolved by arbitration in Salisbury, MD in accordance with the rules of

the American Arbitration Association, and all disputes will otherwise be resolved in and only in the Wicomico County, MD judicial forum.

K. Additional Provisions for Work Performed on Site: The Vendor will maintain on the site at all times a sufficient work force to carry out its obligations in an efficient and timely manner. The Vendor will employ only competent, skilled, reliable and honest workmen who will work in harmony with other workmen on the site. All persons furnished by the Vendor will be deemed the Vendor's employees or agents, and the Vendor will comply with all applicable statutes regarding worker's compensation, employer's liability, unemployment compensation, and/or old age benefits and all other applicable laws relating to or affecting the employment of labor. At the City's instruction, the Vendor will promptly remove from the Site any employee who, in the City's opinion, represents a threat to the safety or progress of the Contract or persons on the site, or who has engaged in any improper conduct, specifically including (without limitation) conduct which the City perceives as constituting harassment of other persons.

L. Vendor will secure all materials and the site where Work is performed, and will leave all areas broom clean (unless a more stringent cleanliness standard is set forth in documents that are incorporated in this Contract by reference) and in a safe condition at the end of each work day and upon completion of the Work. In case of dispute, City may remove waste at Vendor's expense.

M. Vendor will ensure that Federal, State and County of residence criminal background checks are conducted on all persons performing Work at the site, and will exclude from the site any dishonest, dangerous or otherwise unqualified persons.

O. In the event of an emergency threatening health, life or property, the Vendor will take such action as may be necessary to save lives and protect persons from injury and, this being done, to protect and preserve property. The Vendor will notify the City of any such emergency as promptly as is practicable under the circumstances.

Insurance Requirements:

A. Commercial General Liability: \$1,000,000 (One million dollars)-per occurrence \$3,000,000 (Three million dollars) aggregate for bodily injury and property damage.

B. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Include hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.

C. As mandated by the Code of the State of Maryland and Employer's Liability the Contractor will be required to provide Worker's Compensation insurance.

D. The Contractor will provide the City with certificates of insurance evidencing the coverage's required above. Such certificates will provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Contractor must provide certificates of insurance before commencing Work in conjunction with this Agreement.

a. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Agreement, will cause the Contractor to be in DEFAULT, and will operate as an immediate termination thereof. The City reserves the right to require higher limits on any Agreement. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Assistant Director of Internal Services-Procurement Division at the address listed in solicitation. The Contractor agrees to be responsible for, indemnify, defend, and hold harmless the City, its officers, agents, and

employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the Agreement including, but not limited to, claims under the Worker's Compensation Act

b. ON THE COMMERCIAL GENERAL LIABILITY POLICY THE CITY MUST BE NAMED AS ADDITIONAL INSURED AND THE INSURANCE CERTIFICATE FURNISHED TO THE CITY WILL INDICATE SUCH COVERAGE.

c. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THIS AGREEMENT, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

RFQ 01-18 Pricing Form
Medical Oxygen Tank Exchange Service

Date _____

Director of Procurement
City of Salisbury
Government Office Building
125 North Division Street, Room 104
Salisbury, Maryland 21801

To Whom It May Concern:

We hereby submit our Quote Document for furnishing all labor and equipment for the Medical Oxygen Tank Exchange Service as indicted in the Quote Documents.

Having carefully examined the Quote Documents, Locations, Scope of Services, Insurance Requirements, Renewal and Pricing, Terms and Conditions, and Pricing Form, having visited the site, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish the items called for by the Quote Documents as stipulated in the Schedule of Prices below.

Item	Description	Qty	Price /each
1.	Small "D" Cylinder	1	
2.	Large "H" Cylinder	1	
3.	Hazardous Material fee per delivery	1	
4.	Delivery fee per delivery	1	
5.	Other fees (if any describe below)		

* No weekly quantity of exchange tanks is implied or guaranteed.

Other fees please attach additional sheets if necessary:

I/We agree to furnish and deliver on a weekly "as needed" exchange basis medical oxygen in "D" and "H" cylinders.

Company (Print)

Address

Authorized Representative Signature

Name of Authorized Representative (Print)

Telephone Number

Fax number

REFERENCES

List three (3) references for similar projects successfully completed in the last two (2) years. References should also include the point of contact in each community/project referenced as well as other key organizations which are familiar with this project.

Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	

Print Name

Signature

EXCEPTIONS AND ADDENDA

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Quote Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

<u>Number/</u>	<u>Date/</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Print Name

Signature

OWNERSHIP DISCLOSURE FORM

COMPANY NAME: _____

TYPE OF COMPANY (circle one):

ADDRESS: _____

*Sole Proprietorship

*Partnership

*Corporation

FEIN#: _____

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME (Partnership)	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of
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INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME (Partnership)	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of
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OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW	YES	NO
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	_____

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that the City of Salisbury is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Salisbury to notify the City in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the City of Salisbury and the City at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

WITNESS: _____

DATE: _____

AFFIX CORPORATE SEAL HERE