

Solicitation 10-13-A
Medical Oxygen and Nitrous Oxide

City of Lewisville, Texas

Bid 10-13-A Medical Oxygen and Nitrous Oxide

Bid Number	10-13-A
Bid Title	Medical Oxygen and Nitrous Oxide
Bid Start Date	Dec 3, 2009 8:24:06 AM CST
Bid End Date	Jan 5, 2010 5:00:00 PM CST
Question & Answer End Date	Dec 31, 2009 5:00:00 PM CST
Bid Contact	Lisa Cloud Buyer Finance
Contract Duration	9 months
Contract Renewal	2 annual renewals
Prices Good for	Not Applicable
Bid Comments	The City of Lewisville is accepting competitive sealed bids for an Annual Contract for Medical Oxygen and Nitrous Oxide. The term of this contract will be through September 30, 2010 with the option to extend up to two (2) additional twelve (12) month periods, subject to the approval of the supplier and the City. * It is the intent of the City of Lewisville to contract with one (1) vendor for all materials, labor and equipment necessary to provide medical oxygen to City of Lewisville Fire/EMS locations. * All pricing must include shipping, handling, inside delivery, surcharges and set-up FOB to the Lewisville Fire Departments specified in the bid. * Quantities are estimates and the City reserves the right to change quantities based on the City's needs. * Upon notification of award vendor must provide a certificate of insurance in compliance with the attached insurance requirements. The certificate must be approved by the City and coverage must be maintained throughout the term of the contract. Work may not commence until these requirements are met. Added on Dec 21, 2009: The closing date of this bid has been extended to January 5, 2010 pending further review of the specifications.

Changes made on Dec 18, 2009 4:49:09 PM CST

New Documents addendum 1.docx

Changes made on Dec 21, 2009 1:52:49 PM CST

Previous End Date	Dec 22, 2009 5:00:00 PM CST	New End Date	Jan 5, 2010 5:00:00 PM CST
Previous Q & A End Date	Dec 17, 2009 5:00:00 PM CST	New Q & A End Date	Dec 31, 2009 5:00:00 PM CST

Item Response Form

Item 10-13-A-1-01 - Refill Charges: 125 CuFt M Oxygen Cylinder Refill
Lot Description Cost to refill oxygen and nitrous oxide cylinders.
Quantity 150 each
Unit Price
Delivery Location City of Lewisville, Texas
No Location Specified

Qty 150

Description

*Quantities are estimates and the City reserves the right to change quantities as needed. During the past twelve months the City used between 1 - 5 cylinders per week.

*Price must include shipping, handling, inside delivery, surcharges and set-up FOB to Lewisville Fire Department locations specified in this bid.

Item 10-13-A-1-02 - Refill Charges: Jumbo D Oxygen Cylinder Refill
Lot Description Cost to refill oxygen and nitrous oxide cylinders.
Quantity 390 each
Unit Price
Delivery Location City of Lewisville, Texas
No Location Specified

Qty 390

Description

*Quantities are estimates and the City reserves the right to change quantities as needed. During the past twelve months the City used between 5 - 10 cylinders per week.

*Price must include shipping, handling, inside delivery, surcharges and set-up FOB to Lewisville Fire Department locations specified in this bid.

Item 10-13-A-1-03 - Refill Charges: Nitrous Oxide Cylinder Refill
Lot Description Cost to refill oxygen and nitrous oxide cylinders.
Quantity 90 each
Unit Price
Delivery Location City of Lewisville, Texas
No Location Specified

Qty 90

Description

*Quantities are estimates and the City reserves the right to change quantities as needed. During the past twelve months the City used between 1 - 2 cylinders per week.

*Price must include shipping, handling, inside delivery, surcharges and set-up FOB to Lewisville Fire Department locations specified in this bid.

Item 10-13-A-2-01 - Hazardous Material Charges: 125 CuFt M Oxygen Cylinder Hazmat Charge
Lot Description Hazardous material charge per cylinder (if applicable).
Quantity 150 each
Unit Price
Delivery Location City of Lewisville, Texas
No Location Specified

Qty 150

Description

Hazardous material charge per cylinder (if applicable).

Item	10-13-A-2-02 - Hazardous Material Charges: Jumbo D Oxygen Cylinder Hazmat Charge
Lot Description	Hazardous material charge per cylinder (if applicable).
Quantity	390 each
Unit Price	
Delivery Location	City of Lewisville, Texas <u>No Location Specified</u>

Qty 390

Description

Hazardous material charge per cylinder (if applicable).

Item	10-13-A-2-03 - Hazardous Material Charges: Nitrous Oxide Cylinder Hazmat Charge
Lot Description	Hazardous material charge per cylinder (if applicable).
Quantity	90 each
Unit Price	
Delivery Location	City of Lewisville, Texas <u>No Location Specified</u>

Qty 90

Description

Hazardous material charge per cylinder (if applicable).

Item	10-13-A-3-01 - Cylinder Rental Charges: 125 CuFt M Oxygen Cylinder
Lot Description	Rental price per cylinder.
Quantity	150 each
Unit Price	
Do you assess a demurrage charge?	
What is the charge based upon?	
How much is the charge?	
Delivery Location	City of Lewisville, Texas <u>No Location Specified</u>

Qty 150

Description

*Quantities are estimates and the City reserves the right to change quantities as needed.

*Price must include shipping, handling, inside delivery, surcharges and set-up FOB to Lewisville Fire Department

locations specified in this bid.

Item	10-13-A-3-02 - Cylinder Rental Charges: Jumbo D Oxygen Cylinder
Lot Description	Rental price per cylinder.
Quantity	390 each
Unit Price	
Do you assess a demurrage charge?	
What is the charge based upon?	
How much is the charge?	
Delivery Location	City of Lewisville, Texas <u>No Location Specified</u>
	Qty 390

Description

*Quantities are estimates and the City reserves the right to change quantities as needed.

*Price must include shipping, handling, inside delivery, surcharges and set-up FOB to Lewisville Fire Departments specified in this bid.

Item	10-13-A-4-01 - Delivery Charges: Weekly Pick-up/Delivery Charge
Lot Description	Various delivery charges
Quantity	52 week
Unit Price	
Delivery Location	City of Lewisville, Texas <u>No Location Specified</u>
	Qty 52

Description

Weekly pick-up/delivery charge (if applicable).

*Pick-up/delivery services will be required twice a week.

*Fire Station delivery locations are provided in the Specifications document.

Item	10-13-A-4-02 - Delivery Charges: Emergency Delivery - Normal Business Hours
Lot Description	Various delivery charges
Quantity	20 each
Unit Price	
Delivery Location	City of Lewisville, Texas <u>No Location Specified</u>
	Qty 20

Description

Emergency delivery charge between 8 AM and 6 PM.

*Fire Station delivery locations are provided in the Specifications document.

Item	10-13-A-4-03 - Delivery Charges: Emergency Delivery - After Hours
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Lot Description	Various delivery charges
Quantity	20 each
Unit Price	
Delivery Location	City of Lewisville, Texas <u>No Location Specified</u>
	Qty 20

Description

Emergency delivery charge between 6:01 PM and 7:59 AM.

*Fire Station delivery locations are provided in the Specifications document.

**CITY OF LEWISVILLE
PURCHASING DIVISION
ANNUAL CONTRACT STANDARD PROVISIONS**

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this contract will be nine months, with the option to extend for up to two (2) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
3. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
4. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

**CITY OF LEWISVILLEPURCHASING DIVISION
ADDITIONAL TERMS**

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

Contractor Name:

Authorized Signature:

Date:

CITY OF LEWISVILLE

COOPERATIVE PURCHASING AGREEMENT

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

☐ YES ☐ NO

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	
COMMODITY:	

FIRM NAME:

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

DATE:

SIGNER'S NAME AND TITLE:

**CITY OF LEWISVILLE DISCLOSURE
AND CONFLICT OF INTEREST STATEMENT**

Name of person/entity ("the Filer") that contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Lewisville or who is an agent of any such person/entity:

Address:

City, State, Zip:

DISCLOSURE QUESTIONS

Name each City employee that has a financial interest in the Filer.

Name each City employee who will receive any compensation for or as a result of the desired business dealings.

CONFLICT OF INTEREST QUESTIONS

1. Describe each affiliation or business relationship with a City employee or contractor who makes recommendations to the City Manager or City Council regarding expenditures of money, including identifying the employee or contractor.

2. Describe each affiliation or business relationship with the City Manager, Mayor, or a City Councilmember who appoints or employs the City Manager or the City Council, including identifying the City Manager, Mayor, or individual Councilmember.

3. Identify the City Manager, Mayor, or City Councilmember with whom the Filer has an affiliation or business relationship. This question and its subparts must be completed for each person with whom an affiliation or other relationship exists.

A. Is the person identified in question #3 receiving or likely to receive taxable income from the Filer?

☐ Yes ☐ No

B. Is the Filer receiving or likely to receive taxable income from or at the direction of the person identified in question #3 which is not from the City? ☐ Yes ☐ No

C. Is the Filer affiliated with a corporation or other business entity in which the City Manager, Mayor, or a City Councilmember serves as an officer or director, or holds an ownership of ten percent (10%) or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship that the Filer has with the City Manager, Mayor, or City Councilmembers.

4. Describe any other affiliation or business relationship that might cause a conflict of interest.

CERTIFICATION

I certify that all information provided is true and correct, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City as changes occur.

Print or Type Name

Signature

Date

EXHIBIT B

INSURANCE REQUIREMENTS **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (Ed 10 01) covering Comprehensive General Liability "Occurrence" form only, "claims made" form is unacceptable except for professional liability.
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
- b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

Contractor covenants to save, defend, keep harmless and indemnify the City, its officers, officials, employees or volunteers (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Contractor's actions, performance, or operations relating to contract, including any and all sub-contractors involved in the contract.

H. PROOF OF INSURANCE

Contractor is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City.

CITY OF LEWISVILLE
PURCHASING DIVISION**Exceptions**Bid

On the lines below, please list any exceptions taken to this bid invitation.

Item#	Description

Signature
Company
Date

No Exceptions taken to this bid invitation.

Signature
Company
Date

CITY OF LEWISVILLE PURCHASING DIVISION

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

BIDS must not be faxed but are to be submitted to the City in **one** of the following manners:

A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bidsync.com. The City is a member of this internet service and the submittal of bids to the City is at no cost to the bidder. The internet site is www.bidsync.com.

or

B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one copy of their bid in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the Bidder's name, address, the bid invitation number and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville
Purchasing Division
P.O. Box 299002
Lewisville, Texas 75029-9002

Sealed bids may be delivered in person or by courier to the Purchasing Division on the First Floor of City Hall, 151 Church Street, Lewisville, Texas 75057.

Sealed bids must be returned in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

BID: The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

MAKE-MODEL Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive, and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

SPLIT-AWARD: Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

BID FORMS: Bids submitted on other than City forms, whether electronic or paper, or with different terms or provisions may not be considered as responsive bids.

Bids must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

F.O.B./DAMAGE: Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002.

TAXES: The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

PRICING: Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

PAYMENT TERMS: Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

DELIVERY PROMISE - PENALTIES: Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

CORRESPONDENCE: The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

PATENT RIGHTS: The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

EVALUATION: Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

BID AWARD: Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

Purchase Price

The reputation of the bidder and of the bidder's goods and service

The quality of the bidder's goods or services

The extent to which the goods or services meet the municipality's needs.

The bidder's past relationship with the municipality.

The impact on the ability of the city to comply with laws and rules relating to contracting with

historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).

Any other relevant factors that a private business would consider in selecting a bidder.

FUNDING: The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

RESERVATIONS: The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

AUDIT: The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process. This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. Failure to Protest within the time allotted shall constitute a waiver of any protest.

ALTERING BIDS: Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
Have adequate financial resources, or the ability to obtain such resources as required;
Be able to comply with the required or proposed delivery schedule;
Have a satisfactory record of performance;
Have a satisfactory record of integrity and ethics;
Be otherwise qualified and eligible to receive an award; and
The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required. Failure to provide this

information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

TERMINATION FOR DEFAULT: The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of the City without expense to the City.

REMEDIES: The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

DEVIATIONS from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

NO EMPLOYEE of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

NO EMPLOYEE of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

ELIGIBLE BIDDER: Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

REJECTED ITEM(S): Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

INDEMNITY: The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

VENDOR AGREEMENT: Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville **must** be submitted with your bid.

STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business?
2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located?
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? € YES € NO
 - C. If "YES", what is that dollar increment or percentage?

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	
Address:	
City, State, Zip:	
Phone	
Email Address:	
Bidder (Print name)	
Bidder Signature	
Position with Company	
Signature of company official authorizing this bid:	
Company Official (Print name):	
Position with company:	

ANNUAL SERVICE FOR MEDICAL OXYGEN AND NITROUS OXIDE SPECIFICATIONS

SCOPE:

It is the intent of the City of Lewisville to contract with one (1) vendor for all materials, labor and equipment necessary to provide medical oxygen to City of Lewisville Fire/EMS locations.

The vendor shall furnish and deliver Medical Grade Oxygen and Nitrous Oxide to the locations listed at the end of this spec sheet.

Filled (full) tanks shall be delivered on a weekly basis to the Fire Department locations as specified; empty cylinders shall be picked up as filled cylinders are delivered (designated pick up/delivery days are Tuesday and Thursday (or Friday)).

Medical Grade Oxygen furnished shall be as described in the applicable Commodity Specifications of the Compressed Gas Association, Inc.: Medical Oxygen, A (99.0% minimum), CGA SPEC-G.

GENERAL & BACKGROUND INFORMATION:

Currently the City of Lewisville Fire Department has five 5 delivery points. Each site has a large storage cabinet/cart for Jumbo "D" cylinder and a chained space for "M" cylinder storage.

Below is the Fire Department - Emergency Medical Services current consumption for the previous (12) twelve months. The consumption numbers are provided as a reference only. The City of Lewisville can not guarantee the purchase of the following:

- | | |
|------------------------------|---------------|
| • 125 CuFt M Oxygen Cylinder | 1-5 per week |
| • Jumbo D Oxygen Cylinder | 5-10 per week |
| • Nitrous Oxide Cylinder | 1-2 per week |

MANDATORY REQUIREMENTS:

The following requirements are provided to assist bidders in completing a thorough response.

1. Have proper certification(s) or license(s) for the services required. Proof of certification(s) and license(s) must be submitted with vendor response form.
2. Vendor must be registered with the U.S. Food and Drug Administration (FDA) and supply Medical Oxygen under the current compressed Medical Gases Standards.
3. Provide a Certificate of Compliance from an independent inspector.
4. Provide weekly service as required to all locations listed. Vendor shall be able to provide delivery of oxygen products in a timely manner and shall not use an outside delivery service for delivery. Regular pick-up and delivery service shall occur on Tuesday and Thursday (or Friday) to ensure adequate product for the weekend.

5. Provide monthly invoicing for each account (delivery point) that includes product purchased and equipment rented. A packing slip shall accompany each purchase. These packing slips will be utilized to verify statements submitted for payment.
6. Provide contact name(s), title(s), qualification(s), phone number(s) and e-mail address(s) of lead professional personnel assigned to the City of Lewisville account.
7. Provide at least four (4) 24/7 emergency phone numbers for after hours or emergency service. Time limit from initial call to response shall not exceed two (2) hours.
8. Discuss any current local, state or federal (i.e. FDA) violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).

MINIMUM REQUIREMENTS:

The **specifications listed are considered *minimum* and may be exceeded.** Alternate items meeting fit, form and function of specifications may be submitted. However, the City of Lewisville reserves the right to select the bid that most closely matches the specifications.

1. *Cylinder Specifications:*

- a. M Cylinder
 - i. 125 CuFt Capacity
 - ii. Medical Grade
 - iii. Steel or Aluminum
- b. Jumbo D Cylinder
 - i. 640 Liters Capacity
 - ii. Medical Grade
 - iii. Aluminum
 - iv. Thumb Knob Valve (preferred) or Post Valve
Note: Thumb knob must be permanently attached to the valve.
Knob must not require additional tools to turn on or off. This valve mechanism must not increase the overall length of the cylinder.
Suggested valve is a Western Enterprise P/N MPV-870.
- c. Nitrous Oxide Cylinder
 - i. Pony Size "A" Cylinder
 - ii. Medical Grade
 - iii. Aluminum
 - iv. Thumb Knob Valve (preferred) or Post Valve
Note: Thumb knob must be permanently attached to the valve.
Knob must not require additional tools to turn on or off. This valve mechanism must not increase the overall length of the cylinder.
Suggested valve is a Western Enterprise P/N MPV-870.

2. *Start-Up Cylinder Quantities:*

Cylinders listed below are the initial start-up quantities needed at the beginning of this contract. This **DOES NOT** include trade-out cylinders for refilling each week, only cylinders needed on the ambulances, fire apparatus, and delivery points.

Cylinder Type	Vehicle Quantity	Safety Stock Quantity	Total Required
M Cylinder	6	10	16
Jumbo D Cylinder	40	48	88
Nitrous Oxide	6	10	16

3. All Medical Grade Oxygen cylinders shall be properly classified, described, packaged, marked, labeled, and in proper condition for transporting according to the applicable regulation of the Department of Transportation.
4. Vendor shall be responsible for refilling of cylinders, and will be responsible for all repairs and testing that conform to applicable sections of the NFPA standards and OSHA, EPA, and FDA guidelines on cylinders not owned by the City.
5. Cylinder Rental / Demurrage Charges: Vendor shall not levy a cylinder rental charge or demurrage charge for the first thirty (30) days. If cylinders are not returned within 30 days, any demurrage charge (if applicable) must be indicated on the bid.
6. Medical Grade Oxygen furnished shall be as described in the applicable Commodity Specifications of the Compressed Gas Association, Inc.

<u>GAS</u>	<u>MINIMUM GRADE</u>	<u>CGA SPEC</u>
Medical Oxygen	A (99.0%)	G- 4.3
7. City of Lewisville Fire/EMS currently owns thirty two (32) aluminum D cylinders (subject to reconciliation with the current vendor) and owns all Nitrous Oxide bottles.
8. Vendor must deliver full M cylinder(s), Jumbo D cylinders, and Nitrous Oxide cylinders to various Fire/EMS stations throughout the City of Lewisville and pick-up empty containers.
9. The number of cylinders throughout the five (5) Fire/EMS stations may vary depending on call volume.
10. City of Lewisville Fire/EMS currently maintains a fleet of twenty seven (27) emergency response vehicles.
11. All cylinders must contain medical oxygen only and be tagged; FULL, IN USE, or EMPTY. In the event it is determined through testing that a cylinder contains other matter or substance, the vendor accepts full responsibility including but not limited to repairs to Fire/EMS units, cost of testing and patient care.
12. Cylinders are transported and used in a vertical position in the emergency response vehicles and are in a cradle to secure them as allowed in Compressed Gas Association, Inc. documentation CGA G-4 1996 (4.2.13).
13. Vendor must label each cylinder with lot or batch number, expiration date and test for purity (99.5% minimum).

CYLINDER PICK-UP, FILLING and MAINTENANCE:

1. Vendor shall pick up City owned cylinders and others, as required, from the specified locations two times a week.
2. Vendor shall inspect each cylinder and refill with the required amount of medical grade oxygen and/or nitrous oxide.

3. The vendor shall inspect the condition of each cylinder prior to refilling; any City owned cylinder that is unsuitable for refilling shall be returned to the Lewisville Fire Department Station #1.
4. Cylinder Rotation: The vendor may hold a number of pre-filled City cylinders at his location; these pre-filled cylinders shall be delivered to the City on a weekly basis; empty cylinders shall be picked up, refilled and placed in the rotation cycle.
5. Maintenance and refilling of cylinders shall be performed by qualified/certified, bonded, and licensed personnel having the proper types of tools and manufacturer's recommended replacement parts.
6. Hydrostatic Pressure Test: Vendor shall perform testing on each City cylinder as required by NFPA standards. A label shall be fixed to the cylinder after testing; indicating the month and year the hydrostatic pressure test was performed and shall include the test pressure used.
7. For bid purposes only, the City owns approximately 32 "D" cylinders, subject to reconciliation with the current vendor. All cylinders are aluminum type.

GENERAL REQUIREMENTS:

1. Hold Harmless Agreement: Contractor shall indemnify and hold the City of Lewisville harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under the terms of this contract. Certification of such coverage must be provided to the City upon request.
2. Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices.
3. Material Safety Data Sheets: Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a vendor must provide to the City of Lewisville's using departments, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file with the City of Lewisville. Failure of the vendor to maintain such a file will be cause to reject any bid applying thereto.
4. Inspections: City of Lewisville reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department.

TERMS AND CONDITIONS:

1. Safety Warranty: Vendor warrants that the product sold to the City of Lewisville shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City of Lewisville may return the

product for correction or replacement at the vendor's expense. In the event the vendor fails to make the appropriate correction within 10 days, correction made by the City of Lewisville will be at the vendor's expense.

2. Venue: Both parties agree that venue for any litigation arising from this contract shall lie in the City of Lewisville, Texas.

PERIOD OF CONTRACT AND PAYMENT TERMS:

The initial contract period with the successful firm will be through **SEPTEMBER 30, 2010**, following receipt by the City of any and all required paperwork. The City of Lewisville will have the option to annually renew the contract each October for two (2) additional twelve (12) month periods if mutually agreeable by both parties. Prices shall remain firm for each contract period.

CONTACT PERSON:

Point of contact will be Ricky Reeves, (972) 219-3558 or rreeves@cityoflewisville.com.

INSURANCE:

The contractor shall maintain insurance during the term of the contract in accordance with Exhibit B. Proof of insurance must be received and approved by the City prior to commencement of work.

FIRE/EMS STATION LOCATIONS:

Station #1 (Central)
188 N Valley Parkway
Lewisville, Texas 75067
972-219-3581

Station #2
702 E. Main Street
Lewisville, Texas 75057
972-219-3582

Station # 3
195 Corporate
Lewisville, Texas 75067
972-219-3583

Station # 5
651 Waters Ridge
Lewisville, Texas 75057
972-219-3585

Station # 7
1070 Texas Street
Lewisville, Texas 75057
972-219-3587

**CITY OF LEWISVILLE
PURCHASING DIVISION
BID INVITATION NO. 10-13-A
MEDICAL OXYGEN AND NITROUS OXIDE**

ADDENDUM NO. 1

A question has been raised concerning the hazardous material charge as listed in bid group no. 2, in the above referenced bid invitation. Prices for this charge are to be listed on a “per cylinder” basis; however, if a bidder wishes to submit a price for the hazardous material charge on a “per delivery” basis, in lieu of the “per cylinder” basis, they may do so and list that price on the Exception Sheet.

If submitting this charge on a “per delivery” basis, the charge will be assessed to the City on each day a delivery is made, regardless of the number of delivery locations serviced that day.

Question and Answers for Bid #10-13-A - Medical Oxygen and Nitrous Oxide

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Dec 31, 2009 5:00:00 PM CST