



City of Warwick

Purchasing Division
(Mailing Address)
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2013
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Wednesday, March 20, 2024. The website address is <http://www.warwickri.gov/bids>.

CITY OF WARWICK BIDS REQUESTED FOR

Bid2025-021 Delivery, Rental and Filling of Medical Grade Oxygen

Specifications

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, March 20, 2024. If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Submissions

All bids should be submitted with one (1) original and two (2) copies in a sealed envelope (total of three (3) copies), which should read: **YOUR COMPANY NAME** plainly marked on the exterior of the envelope as well as **"Bid2025-021 Delivery, Rental and Filling of Medical Grade Oxygen"**. No bids will be accepted via Facsimile or email. All bids must be sealed. Sealed bids will be received by the Purchasing Division no later than **11:00 AM, Thursday, April 4, 2024**. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Meeting Room 2.

Delivery

If delivering in person or sent by delivery service (FedEx/UPS/DHL etc.) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postal Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

Awards

Awards will be made on the basis of the lowest evaluated or responsive bid price.

Questions

Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Division.

- Email: Bids@warwickri.gov
- Phone: 401-738-2013

Please direct all questions related to the specifications outlined (beginning on page 9) to the issuing department's subject matter expert:

- Name: Jason Umbenhauer
- Title: Assistant Fire Chief
- Phone: 401-468-4044
- Email: jason.umbenhauer@warwickri.gov

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

Original Signature on File

Francis M. Gomez
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid2025-021

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

This form cannot be altered

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2025-021 Delivery, Rental and Filling of Medical Grade Oxygen

The IRS Form W-9 is available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder should initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder should indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

The contractor must carry sufficient liability insurance and agree to indemnify the City against all claims of any nature, which might arise as a result of his operations or conduct of work.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

If required, the successful bidder will provide **Certificate of Good Standing** within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm for two (2) years, July 1, 2024 through June 30, 2026. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services has been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

PRICING MAY NOT BE CONFIDENTIAL

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2025-021 Delivery, Rental and Filling of
Medical Grade Oxygen

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price.

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

Warwick Fire Department
Request for Bids

Bid2025-021 Delivery, Rental and Filling of Medical Grade Oxygen

The Warwick Fire Department is seeking bids for the delivery, filling, and rental of Medical Grade oxygen cylinders in sizes MD (or “D”) and M122 (or “M”). These cylinders will be incorporated in our oxygen exchange program, in accordance with the following specifications.

All prices will remain in effect (2) year from date of award.

Pricing must include all applicable fees, including but not limited to, delivery fees, Haz-Mat charges, and fuel surcharges

Deliveries are Warwick Fire Department Station #9, 314 Commonwealth Avenue, Warwick RI 02886. All orders will be placed on an as needed basis throughout the contract period.

For questions, please contact Assistant Chief Jason Umbenhauer, Warwick Fire Department, at 401-468-4044

Specifications

1. Supply filled, medical grade, “MD” size **aluminum** oxygen cylinders, 425L Capacity (15 cu ft) and CGA 870 connection
2. Supply filled, medical grade, “M122” size **aluminum** oxygen cylinders, 3455L Capacity (122 cu ft) and CGA 540 connection
3. All deliveries will be made on an as needed basis, with typical delivery time frames of about every 1-2 weeks.
4. Bidder must also be able to provide emergency deliveries within 24 hours of request.
5. The bidder should include the cost of monthly rental for both sizes of oxygen cylinders, calculated at the end of each month for any cylinders remaining in the Warwick fire Department’s possession.
6. Pricing must include all applicable fees, including but not limited to, delivery fees, Haz-Mat charges, and fuel surcharges.
7. All MD size cylinders are to be delivered with a cylinder gasket affixed to the bottle.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

PRICING SHEET MAY NOT BE CONFIDENTIAL

VENDOR NAME: _____

Delivery, Rental and Filling of Medical Grade Oxygen

Item #	Description	Price First Year	Price Second Year
1	Cost to fill "MD" Size Medical Grade Oxygen Cylinders/each (Price each)		
2	Cost to fill "M122" Size Medical Grade Oxygen Cylinders (Price each)		
3	Monthly Rental of "MD" size Aluminum Oxygen Cylinders (Rate per month for each bottle in Fire Department's possession at the end of the month)		
4	Monthly Rental of "M122" size Aluminum Oxygen Cylinders/each (Rate per month for each bottle in Fire Department's possession at the end of the month)		

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each specification listed. Use additional pages for exceptions, if necessary.
