



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

March 16, 2022

**Subject: Request for Quotes #2085-A: Rental of Oxygen & Medical Gas Cylinders**

Dear Sir or Madame:

Fayette County, Georgia is seeking quotes from qualified responders for the rental of medical oxygen cylinders, in accordance with the information and specifications contained herein. The term of this agreement shall be a period of one year beginning July 1, 2022, through June 30, 2023. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms by mutual consent, if requested by Fayette County as listed in the General Terms and Conditions.

Address any questions you may have about this request for quote to Natasha Duggan via email to [nduggan@fayettecountyga.gov](mailto:nduggan@fayettecountyga.gov) or fax to (770) 719-5534. **Questions will be accepted until 2:00 p.m., Thursday, March 24, 2022.**

**Quotes will be accepted until 3:00 p.m. on Wednesday, March 30, 2022.** Please provide your quote and other information via email to Natasha Duggan, Contract Administrator, at [nduggan@fayettecountyga.gov](mailto:nduggan@fayettecountyga.gov) or fax to (770) 719-5534.

Sincerely,

Ted L. Burgess  
Director of Purchasing

TLB/nmd

**GENERAL TERMS AND CONDITIONS**  
**RFQ #2085-A: Rental of Oxygen & Medical Gas Cylinders**

1. **Definitions:** The term "contractor" as used in these Terms and Conditions shall be used synonymously with the term "successful responder." The term "County" shall mean Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the County, incorporating the request for quote and the responder's quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the request for quote, except to the extent that a responder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this request for quote may result in rejection of the quote.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date until the date of contract award, unless the responder takes exception to this provision in writing.
4. **References:** Include with your quote a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this request for quote, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the County in the request for quote. If a responder submits more than one quote without being requested or authorized to do so, the County may disqualify the quotes from that responder, at the County's option.
7. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any quote received. In case of an error in extension of prices or totals in the quote, the unit prices shall govern.
8. **Brand Name:** If items in this request for quote have been identified, described, or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the quote. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
9. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.



10. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with County requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The County reserves the right to order larger or smaller quantities at the prices stated in the quote.
11. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the request for quote, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.
12. **Non-Collusion:** By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote and is in all respects fair and without collusion or fraud.
13. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

14. **Evaluation:** Award will be made to the lowest responsive, responsible responder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the responder to perform, and the contractor shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any item, any quote, or all quotes, and to re-solicit for pricing.

15. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the quote, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
16. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
17. **Trade Secrets – Internal Use:** In submitting a quote, the responder agrees that the County may reveal any trade secret materials contained in the quote to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The responder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the responder has designated as a trade secret.
18. **Contract Execution & Notice to Proceed:** After an award is made, and all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any responder prior to the County issuing the Notice to Proceed.
19. **Term of Contract:** The term of this agreement shall begin July 1, 2022, and continue for a period of one year through June 30, 2023. Thereafter, this agreement may be renewed by the County for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the County to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the County fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
20. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.



21. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

Fayette County, Georgia  
140 Stonewall Avenue West  
Fayetteville, GA 30214

22. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed, or as amended.

23. **Assignment of Contract:** Assignment of any contract resulting from this request for quotes will not be authorized, except with express written authorization from the County.

24. **Indemnification:** The contractor shall indemnify and save the County and all its officers, agents, and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.

25. **Severability:** The invalidity of one or more of the phrases, sentences, clauses, or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

26. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the contractor for any excess expenses incurred or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.

27. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
28. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.
29. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the County will pay the contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion.
30. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
31. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.

## Checklist of Required Documents

*(Be Sure to Return This Checklist and  
the Required Documents in the order listed below)*

### RFQ #2085-A: Rental of Oxygen & Medical Gas Cylinders

Company information – on the form provided \_\_\_\_\_

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) \_\_\_\_\_

Pricing sheet \_\_\_\_\_

List of exceptions, if any – on the form provided \_\_\_\_\_

References – on form provided \_\_\_\_\_

Addenda, if Any \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
#2085-A: Rental of Oxygen & Medical  
Gas  
Name of Project

**Fayette County, Georgia**

\_\_\_\_\_  
Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 2022 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**Scope and Specification**  
**RFQ #2085-A: Rental of Oxygen & Medical Gas Cylinders**

Fayette County Fire and Emergency Services is seeking quotes from qualified respondents for the provision of medical gasses and cylinders, in accordance with the information and specifications contained in this request.

**Specifications:**

Vendor shall provide pricing for the following:

1. Monthly medical oxygen cylinder rental for 125 cu. Ft. "M" cylinder
2. Monthly medical oxygen cylinder rental for 20 cu. Ft. "E" cylinder
3. Monthly medical oxygen cylinder rental for 10 cu. Ft. "D" cylinder
  - a. Note: "D" and "E" cylinders shall be aluminum in construction with integrated handles and flowmeters. (See Exhibit-A. This is an example of one brand of cylinder, no specific manufacturer required, however, Fire/EMS reserves the right to inspect the design.)
  - b. Note: "D" and "E" cylinders shall have both regulated barb connection and 50 psi Thread Index Safety System connection for Oxygen-powered accessories. (See Exhibit B)
4. Refill charges for each of the above.
5. Delivery charges for bi-weekly delivery of cylinders to 6 locations within Fayette County. (See delivery locations below.)
6. Any applicable fuel surcharge.
7. Any applicable Haz-Mat fees.
8. Itemized location billing listing quantities shipped per destination.
9. Vendor shall disclose any charges related to an off cycle, i.e. "emergency" delivery.
10. Vendor shall enclose photographic examples of each type of cylinder being bid. A presentation of the type cylinder(s) being bid may be required.
11. Estimated Monthly Quantities are as follows:
  - "M" Cylinder rental – 19 per month.
  - "M" Cylinder refill – 11 per month
  - "E" Cylinder rental – 30 per month.
  - "E" Cylinder refill – 9 per month
  - "D" Cylinder rental – 78 per month.
  - "D" Cylinder refill – 24 per month

**Scope and Specifications - Continued**  
**RFQ #2085-A: Rental of Oxygen & Medical Gas Cylinders**

Delivery locations:

Fire Station #1 – 450 Hwy 279, Fayetteville, GA 30214  
Fire Station #3 – 420 Jenkins Rd., Tyrone, GA 30290  
Fire Station #4 – 278 McElroy Rd., Fayetteville, GA 30214  
Fire Station #5 – 1831 Hwy 85 South, Fayetteville, GA 30215  
Fire Station #10 – 195 Seay Rd., Fayetteville, GA 30215  
Fire Station #11 – 212 Flat Creek Trail, Fayetteville, GA 30214

**EXHIBIT A**



**EXHIBIT B**



**PRICING SHEET**  
**RFQ #2085-A: Rental of Oxygen & Medical Gas Cylinders**

<b>REFILLS</b>				
<b>Regularly Scheduled Refill:</b>				
<b>Cylinder Type</b>	<b>UOM</b>	<b>Est. Monthly Qty.</b>	<b>Unit Price</b>	<b>Extended Monthly Price</b>
Medical Oxygen "M" Cylinder	Cylinder	11	\$	\$
Medical Oxygen "E" Cylinder	Cylinder	9	\$	\$
Medical Oxygen "D" Cylinder	Cylinder	24	\$	\$
<b>Emergency Refills, Price per unit delivered:</b>				
Medical Oxygen "M" Cylinder	Cylinder	1	\$	\$
Medical Oxygen "E" Cylinder	Cylinder	1	\$	\$
Medical Oxygen "D" Cylinder	Cylinder	1	\$	\$
<b>RENTAL</b>				
Medical Oxygen "M" Cylinder	Cylinder	19	\$	\$
Medical Oxygen "E" Cylinder	Cylinder	30	\$	\$
Medical Oxygen "D" Cylinder	Cylinder	78	\$	\$
Any applicable Fuel Surcharge	Stops	12	\$	\$
Any applicable Haz Mat Fees	Stops	12	\$	\$
Any applicable Delivery Fees, per Station*	Stops	12	\$	\$
<b>Total</b>				

**\*Delivery Fees needed to be quoted per station/stop, per monthly delivery.**

**6 stations bi-weekly, 2 weeks each month = 12 stops per month.**

NOTE: All applicable charges shall be included in your quoted price, e.g., equipment, labor, energy surcharges, fuel surcharge, hazard materials charge, delivery charge, etc. No additional charges will be allowed to be added after the received by date.

**COMPANY NAME:** \_\_\_\_\_



Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME: \_\_\_\_\_

## REFERENCES

### RFQ #2085-A: Rental of Oxygen & Medical Gas Cylinders

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

2. Government/Company Name \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

3. Government/Company Name \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

**COMPANY INFORMATION**  
**RFQ #2085-A: Rental of Oxygen & Medical Gas Cylinders**

**A. COMPANY**

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

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

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Website (if applicable): \_\_\_\_\_

**B. AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**C. PROJECT CONTACT PERSON**

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

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

Office Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_