



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Purchasing Department**

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Lori Krinke, Purchasing Analyst

(863) 402-6528 Direct Line

[LKRINKEY@HIGHLANDSFL.GOV](mailto:LKRINKEY@HIGHLANDSFL.GOV), EMAIL

**INVITATION TO BID (ITB)**

**ITB-23-003-LLK**  
**Medical Grade Oxygen**

x	<b>Pre-Solicitation Meeting:</b>	<b>None Scheduled for this solicitation</b>
	<b>Location:</b>	<b>N/A</b>
✓	<b>Request for Information Deadline:</b>	Thursday, December 22, 2022, 5:00 PM
✓	<b>Submission Deadline:</b>	<b>Wednesday, January 4, 2023, prior to 3:30PM</b>

**Advertisement Date: December 10, 2022, December 17, 2022**

**TABLE OF CONTENTS**

**INVITATION TO BID (“ITB”) ..... 3**  
**SECTION I. GENERAL TERMS AND CONDITIONS ..... 5**  
**SECTION II. THE COUNTY’S RESERVATION OF RIGHTS..... 9**  
**SECTION III. INSURANCE: ..... 10**  
**SECTION IV. SPECIAL TERMS AND CONDITIONS ..... 12**  
**SECTION V. ITB CONTACT INFORMATION ..... 12**  
**SECTION VI. REQUEST FOR INFORMATION (RFI) CUT-OFF..... 12**  
**SECTION VII. SCOPE OF WORK AND SPECIFICATIONS. ERROR! BOOKMARK NOT DEFINED.**  
**SECTION VIII. HIGHLANDS COUNTY FORMS ..... 177**



HIGHLANDS COUNTY BOARD OF  
COUNTY COMMISSIONERS  
*Purchasing Division*

INVITATION TO BID (“ITB”)

The Board of County Commissioners (“Board”), Highlands County, a political subdivision of the State of Florida (“County”) will receive sealed Bids in the Highlands County Purchasing Division (“Purchasing Division”) for:

**ITB NO. 23-003-LLK Medical Grade Oxygen**

Specifications may be obtained by downloading from our website: [www.highlandsfl.gov](http://www.highlandsfl.gov), or by contacting: **Lori Krinkey, Purchasing Analyst**, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6528; or E-Mail: [lkrinkey@highlandsfl.gov](mailto:lkrinkey@highlandsfl.gov).

A PRE-BID meeting will **not** be held for this solicitation.

**SUBMISSIONS MUST BE DELIVERED** to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Wednesday, January 4, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

· **Electronic submission** to the County website, [www.highlandsfl.gov](http://www.highlandsfl.gov) linking to VendorRegistry.com in **one all-inclusive adobe file** of all documents and **additionally one Excel file containing the Price Sheet**. Label each **“23-003 Bidder Name-Submission”**

**OR**

· **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink), of the response, and electronic copy containing **one all-inclusive Adobe file** of all documents and **additionally, if applicable, one Excel file containing the Price Sheet**. Label each **“23-003 Bidder Name-Submission”** (Thumb drive) of the original response.

**LATE SUBMISSIONS:** Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more County Commissioners may be in attendance at meetings.

Highlands County’s Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of October 1, 2017.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Human Resources, ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

**Board of County Commissioners, Highlands County, FL**

[www.highlandsfl.gov](http://www.highlandsfl.gov)

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## SECTION I.

## GENERAL TERMS AND CONDITIONS

- A) For purposes of this ITB, the following terms are defined as follows:
- 1) *Bidder* means the person or entity submitting a Bid in response to this ITB.
  - 2) *Contractor* means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of this ITB and the Contract.
  - 3) *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
  - 4) *Purchase Order* means a formal written request from the County for the purchase of materials or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located on the County's website at the following address: [https://www.highlandsfl.gov/departments/business\\_services/purchasing/po\\_terms\\_and\\_conditions.php](https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php).
- B) All Bids shall become the property of the County.
- C) All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies. CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VIII, AND MUST BE INCLUDED WITH THE BID, SIGNED AND NOTARIZED.
- D) Bids are due and must be received in accordance with the instructions given in the announcement page.
- E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F) Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section V of this ITB for additional information and clarification.
- G) Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.
- I) Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.

- J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K) Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.
- M) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB with documentation of such authority included with Bid submission.
- N) All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- O) If submitting Bids or Proposals for more than one ITB or Request for Proposal (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- P) Each Bid must contain proof of enrollment in E-Verify.
- Q) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- R) Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- S) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- T) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- U) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- V) The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.

- W) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- X) In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Y) If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.
- Z) ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, [www.highlandsfl.gov](http://www.highlandsfl.gov). It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- AA) AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.
- BB) COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- CC) MISUNDERSTANDINGS: The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- DD) ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.

- EE) COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- FF) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section V of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in the cover page of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- GG) EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any request for modification to these specifications by a Bidder shall be an exception to the ITB and must be submitted prior to the Request For Information deadline for approval, unless otherwise specified. Items not approved prior to submission of a bid may cause bid submission to be declared non-responsive.
- HH) DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.
- II) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree that the submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same contract price, and for the same effective period pertaining to this ITB. If other local government agencies desire to accept this invitation, and make an award thereof, the other local government agencies shall accept the invitation and make an award thereof independently of Highlands County. Each governmental agency, Highlands County and the other local government entities, shall each be responsible for their own purchases and each shall be liable for materials and services ordered and received by each governmental entity. Neither agency assumes any liability for the other agency's actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of other government agencies to competitively procure any or all items.

**-END OF SECTION-**



## **SECTION II. THE COUNTY'S RESERVATION OF RIGHTS**

This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this ITB:

- A. To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Bids, or Bids with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- G. If the County believes that collusion exists among Bidders, all Bids will be rejected.
- H. In the event of a mathematical error the unit price shall prevail.
- I. Items marked as "Product Only", "No Substitution", "or Equivalent", etc. shall be priced as such. Any items not approved shall be returned/retrieved by the Vendor at no additional expense to the County.

**-END OF SECTION-**

### SECTION III. INSURANCE:

A) Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

- 1) Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.
- 2) Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- 3) Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
- 4) Special Requirements / Evidence of Insurance:
  - a. A copy of the Bidder's current certificate of insurance is to be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
    - (1) **"Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.**
    - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
    - (3) Certificate Holder: **Highlands County Board of County Commissioners  
600 South Commerce Avenue  
Sebring, FL 33870**
  - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

- c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII".
- d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

5) Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870.

B) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB:

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

#### SECTION IV. SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in or are revising the County's standard General Terms and Conditions or the Scope of Work.

- A) **BASIS OF AWARD**: Award will be based on the lowest "Total Bid" amount from the most responsive, responsible bidder meeting or exceeding the requirements of the specifications set forth herein and deemed to be the best interest of the County.
- 1) The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall serve as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
    - a. The contract will be utilized on an as-needed basis. No amount or purchase is guaranteed.
    - b. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
    - c. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to obtain commodities or perform services in-house or by any other means it so desires.
    - d. All pricing shall be all inclusive to include, but not limited to, licensing, material, labor, travel, shipping, handling or delivery, return and incidentals, as applicable, to provide the service described.
    - e. The County reserves the right to add or delete, at any time, all material, tasks, locations or services associated with this Agreement/Contract. The County also reserves the right to negotiate additional related services as needed.
    - f. Should the item be not available in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the item is obtained.
- B) **TERM**: The initial agreement shall be **one (1) year** from date of Notice of Recommended Award and upon mutual agreement **renew for three (3) additional one (1) year periods** at the same pricing, terms and conditions, unless otherwise terminated in accordance with the agreement.
- C) **PROJECT MANAGER**: J. Kelly Duppenhaller, Deputy Chief of Administration, Highlands County Fire Rescue.

#### SECTION V. ITB CONTACT INFORMATION

All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to:

*Lori Krinkey, Purchasing Analyst  
Highlands County Purchasing Division  
600 South Commerce Avenue, Sebring, FL 33870  
Phone: (863) 402-6528; Email: [lkrinkey@highlandsfl.gov](mailto:lkrinkey@highlandsfl.gov)*

#### SECTION VI. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation.

-END OF SECTION-

**SECTION VII. SCOPE OF WORK AND SPECIFICATIONS:**

**PURPOSE:** The Highlands County Board of County Commissioners (HCBCC) is seeking services to supply and deliver medical grade oxygen (in cylinders) for the use of Highlands County Fire Rescue.

A) Service and Licensing:

- (a) Vendor shall furnish all labor, equipment, delivery, materials and services required to provide Medical Grade Oxygen Service.
- (b) During the initial and any extended term of the contract resulting from the solicitation, the Vendor shall maintain its licenses with the Florida Department of Health and as a manufacturer of medical grade oxygen, its registration with the Food and Drug Administration/Center for Drug Evaluation and Research (FDA/CDER).
- (c) The Vendor shall comply with all laws, codes, statutes and ordinances pertaining to the provision of medical grade oxygen, including but not limited to: U.S. Department of Transportation Code of Federal Regulations (CFR-49 Part 100-185); the Federal Food, Drug and Cosmetic Act (FD & C Act), as applicable, and standards set forth in Volume 22, U.S. Pharmacopoeia Manual.
- (d) All licenses and registrations required by contract(s) resulting from this solicitation and by any regulatory body having authority over the provision of the services addressed herein must be kept current by Vendor.
- (e) The Vendor must supply technical support.

B) Item Specifications:

- (a) Cylinder Types: Vendor shall supply medical grade oxygen to the County in steel and aluminum cylinders. All cylinder supplies shall have Compressed Gas Association, (CGA) standard valves and toggles.
- (b) Medical Grade Oxygen furnished shall be as described in the applicable Commodity Specifications of the Compressed Gas Association (CGA): Medical Oxygen A (99.0 % minimum), CGA SPEC-G.
- (c) "D" size cylinder must be constructed of aluminum.
- (d) Definition of Full Cylinder: Full cylinders are to be exchanged for empty ones. The following defines what constitutes a full cylinder for the purpose of the contract resulting from the solicitation:

Type of Cylinder	Amount of oxygen per full cylinder
D	15 Cubic Feet
M	141 Cubic Feet

(e) Estimated Consumption:

Size/Type of Cylinder	Estimated number of cylinders used by the County annually	Estimated annual consumption of oxygen in cubic feet	Estimated number of cylinders rented by the County annually
D, 15 CU FT.	1491	22,365	178
M, 141 CU FT.	123	15,621	33
<b>Estimated Totals</b>	1614	37,986	211

- (f) The Vendor shall inspect the condition of each cylinder prior to refilling; any cylinder that is unsuitable for refilling shall not be delivered.
- (g) All refilling of cylinders, repair, and tests shall conform to applicable sections of the NFPA standards and adhere to OSHA, EPA, and FDA guidelines. Maintenance and refilling of cylinders shall be performed by qualified/certified, bonded, and licensed personnel.
- (h) Hydrostatic pressure test: Vendor shall perform testing on each cylinder as required by NFPA standards. A label shall be affixed to the cylinder after testing; indicating the month and year the hydrostatic pressure test was performed and shall include the test pressure used.
- (i) Medical Grade Oxygen cylinder shall be properly classified, described, packaged, marked, labeled, and in proper condition for transportation according to the applicable regulations of the Department of Transportation.
- (j) All cylinders shall be properly purged of gases and impurities prior to filling.

C) Delivery or Performance Requirements:

- (a) Vendor shall deliver, unload and set in place all cylinders. Deliveries shall be made to three (3) Highlands County stations. The delivery locations are:
  - Highlands County Fire Rescue (HCFR), 6800 George Blvd., Sebring FL 33870
  - Highlands County Fire Rescue (HCFR), 4212 Sun N Lake Blvd., Sebring FL 33870
  - Highlands County Fire Rescue (HCFR), 460 Sun N Lake Blvd., Lake Placid, FL 33852
- (b) Vendor shall provide a weekly on-site review and refill/replace any used, defective or empty tanks with ready to use like size tanks.
- (c) Vendor shall notify ordering office within the day of order being placed if product cannot be supplied the next day.
- (d) All Medical Grade Oxygen cylinders shall be properly classified, described, packaged, marked, labeled, and in proper condition for transportation according to the applicable regulations of the Department of Transportation.
- (e) All deliveries are to be made on approved gas tank carts. All tanks are to be chained at all times.
- (f) Vendor is not required to connect cylinders to instruments.
- (g) Receipt of unacceptable cylinders: Cylinders found to contain contaminated and/or improper product, inaccurate certifications or are out of specifications, will be returned to Vendor for full refund.
- (h) All deliveries shall be made freight on board (FOB) destination.

D) Inventory Verification:

Within one month of the commencement date of the contract resulting from the award of this solicitation, Vendor shall witness and confirm an on-site inventory of the oxygen tanks stored at the designated HCFR locations. The inventory shall provide a count for each of the two different sizes of tanks at each location. The Battalion Chief, Captain or Lieutenant will conduct the inventory.

- a) PRICING: Bidder shall Include pricing with their Bid on the price sheet provided within this document. Bid prices are to be FOB Destination, Highlands County EMS Main Station, 4506 Kenilworth Blvd. Sebring, FL 33875.
- b) ORDER(S): The awarded Bidders shall not proceed with delivery (or ordering of goods where applicable) until receipt of a County purchase order or Purchase card confirmed order. Purchase orders will issue on an as-needed and as-requested basis. The County may use an alternative Bidder when doing so is in the best interest of the County.

E) INVOICING / COMPENSATION.

- a) Bidder shall submit an invoice to Highlands County Fire Rescue within fourteen (14) days after each delivery.
- b) Payment(s) shall be made in accordance with the Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes.
- c) The invoice is to include the bid item number, item description, quantity unit price, extended price.

F) FAILURE TO PERFORM: Failure to complete the delivery as ordered and scheduled will result in written notice to the Bidder terminating its rights to proceed as to the purchase order. Bidder shall not, however, be responsible for delays in service due to:

- Unavoidable mechanical breakdowns
- Strikes
- Acts of God
- Fire

provided the Highlands County Purchasing Manager is notified in writing by the Bidder of such pending or actual delay. In the event of any delay, the date of service completion shall be extended for a period equal to the time lost due to the reason for the delay.

**-END OF SECTION-**



## SECTION VIII. HIGHLANDS COUNTY FORMS

Documentation included with Bid submittal package

*Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.*

*The list of forms below is meant only as a guide. It is the Bidder's responsibility to review and include all requested and required documentation.*

Forms		
<b>LOCAL COMPLIANCE FORMS</b>		
Proposal/Bid Submittal Form: include acknowledgement of all addenda, original signature. Insert a copy of the completed ITEMIZED BID FORM in an unlocked Excel file. Label each " <a href="#">23-003 Bidder Name-Submission</a> " and " <a href="#">23-003 Bidder Name-Bid Form</a> " (if Excel format is provided)	YES	NO
Drug-Free Workplace Certification, F.S. 287.087	YES	NO
Public Entity Crimes Sworn Statement, F.S. 287.133	YES	NO
Discrimination Certification, F.S. 287.134	YES	NO
Scrutinized Companies Certification, F.S. 287.135	YES	NO
E Verify Certification	YES	NO
Local Preference Affidavit of Eligibility	YES	NO
Price Adjustment Form	YES	NO
<b>MISCELANEOUS DOCUMENTATION</b>		
Sunbiz.org Print out for Proposer FEI/EIN Number	YES	NO
Acord Insurance Form (sample copy from proposer)	YES	NO
Women / Minority Business Enterprise Certification	YES	NO
Licenses and Certifications	YES	NO
One (1) ORIGINAL Submission Package and one (1) exact electronic copy on thumb drive of the Submission package with One all-inclusive Adobe format file <u>and</u> one Itemized Bid Form Excel file Label each " <a href="#">23-003 Bidder Name-Submission</a> " and " <a href="#">23-003 Bidder Name-Bid Form</a> " (if Excel format is provided)	YES	NO
Statement of "No Bid"	YES	NO
Sealed Submission Label (affix to outside of submittal package, if applicable)	YES	NO

## BID SUBMITTAL FORM

THIS BID IS SUBMITTED TO: Highlands County Board of County Commissioners  
 Attn: Purchasing Division  
 600 S. Commerce Ave.  
 Sebring, FL 33870

SOLICITATION IDENTIFICATION: **ITB 23-003-LLK**  
 SOLICITATION NAME: **Medical Grade Oxygen**

SUBMITTED BY:

\_\_\_\_\_  
 Bidder's Name

\_\_\_\_\_  
 Bidder's Authorized Representative's Name and Title

\_\_\_\_\_  
 Bidder's Address 1

\_\_\_\_\_  
 Bidder's Address 2

\_\_\_\_\_  
 Contact's Name and Title (Print)

\_\_\_\_\_  
 Contact's E-mail Address

\_\_\_\_\_  
 Contact's Phone Number

\_\_\_\_\_  
 Dun's Number

\_\_\_\_\_  
 Employer Identification Number/Federal Employer Identification

BIDDER IS: (CHECK ONE)

<input type="checkbox"/>	Individual	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>		<input type="checkbox"/>	Joint Venture*

\*Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

**1. ACKNOWLEDGEMENT OF ADENDA** Bidder/Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

**2. PRICE SHEET:**

Bid Item	Type of Cylinder	Amount of oxygen per full cylinder	Amount	Unit of measure
1	D	15 cubic Feet	\$	Price Per Cylinder
2	M	141 Cubic Feet	\$	Price Per Cylinder
3	Delivery Fee		\$	Per day
4	Tank Rental Fee		\$	Per tank
<b>Total bid</b> (include bid items 1-4 utilized for bidding purposes.)			\$	(written numerically)
<b>Total Bid</b> (written in words):				

**3. ACKNOWLEDGEMENT Pricing is F.O.B. destination, as listed on the Price Sheet.**

**4. Does bidder accept Visa (P-Card) \_\_\_\_\_ Yes / No \_\_\_\_\_**

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

SUBMITTED ON: \_\_\_\_\_ 20 \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (Seal)  
Bidder's Authorized Representative

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**DRUG FREE WORKPLACE**

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES  
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is \_\_\_\_\_ and

whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter referred to as  
"Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY,  
A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of  
\_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced  
\_\_\_\_\_ as identification [ ].

(AFFIX NOTARY SEAL)

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**PUBLIC ENTITY CRIMES**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL  
AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA }ss  
COUNTY OF \_\_\_\_\_ }

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of bidder or contractor), is  
\_\_\_\_\_

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

*(Draw a line through paragraph 5 if paragraph 6 below applies.)*

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the

bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

*(Draw a line through paragraph 6 if paragraph 5 above applies.)*

**THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD**

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

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

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

On \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn and subscribed before me in the State and County first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(AFFIX NOTARY SEAL)

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

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

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

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

**DISCRIMINATION CERTIFICATION**

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES  
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC  
ENTITIES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is \_\_\_\_\_ and

whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter referred to as  
"Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by  
the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY,  
A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of  
\_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced  
\_\_\_\_\_ as identification [ ].

(AFFIX NOTARY SEAL)

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**SCRUTINIZED COMPANIES CERTIFICATION**

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES  
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is \_\_\_\_\_ and

whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter referred to as  
"Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of \_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced \_\_\_\_\_ as identification [ ].

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**E-VERIFY CERTIFICATION**

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is \_\_\_\_\_ and

whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: \_\_\_\_\_

**THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of \_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced \_\_\_\_\_ as identification [ ].

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

(AFFIX NOTARY SEAL)

**LOCAL PREFERENCE AFFIDAVIT**

**LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to  
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name of Company/Individual submitting sworn statement]

Whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): \_\_\_\_\_.

2. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES \_\_\_\_ NO \_\_\_\_

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES \_\_\_\_ NO \_\_\_\_

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES \_\_\_\_ NO \_\_\_\_

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

\_\_\_\_\_  
[Signature and Date]

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

Subscribed and sworn before me, the undersigned notary public on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

SEAL

\_\_\_\_\_  
Commission Expiration Date

**PRICE ADJUSTMENT CLAUSE**

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the COUNTY is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing will be held firm for the first twelve (12) months of the contract term. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or fax) and are subject to COUNTY Purchasing Manager approval (if applicable) and a properly executed contract amendment, if applicable before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Purchase Agreement for cause.

Official VERIFIABLE documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US URBAN Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party.

As an authorized representative of the company listed below I fully understand, accept and agree to abide by the procedures denoted in this price adjustment clause.

Vendor Name	_____	City/	_____
Address	_____	State/Zip	_____
Authorized Signature	_____	Date	_____
Printed Signature	_____	Title	_____



## STATEMENT OF NO BID

We, the undersigned, have declined to bid

- Specifications too "tight", i.e., geared toward one brand or manufacturer only
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or services
- Unable to meet specifications
- Unable to meet Bond requirements
- Specifications unclear (explain how)
- Unable to meet Insurance requirements
- Remove us from your "Bidders List" altogether
- Other (specify below)

Remarks:

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

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

**Telephone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Date:** \_\_\_\_\_

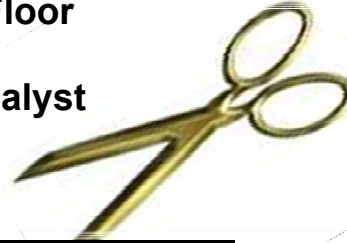
Sealed Submission Label

Cut along the outer border and affix this label to your sealed submission envelope to identify it as a "Sealed Bid/Proposal"

Deliver to: Highlands County Purchasing Department  
600 S. Commerce Ave., 2<sup>nd</sup> Floor  
Sebring, FL 33870

Contact Information: Lori Krinke, Purchasing Analyst  
(863) 402-6500

**PLEASE PRINT CLEARLY**



**SEALED BID/PROPOSAL DOCUMENTS**  
**• DO NOT OPEN •**

SOLICITATION No.: **ITB 23-003-LLK**

SOLICITATION TITLE: **Medical Grade Oxygen**

DATE DUE: **Wednesday, January 4, 2023**

TIME DUE: Prior to: **3:30 PM**

SUBMITTED BY:

(Name of Company)

e-mail address

Telephone

**DELIVER TO:**

Highlands County Board of County Commissioners  
Attn: Purchasing Department, 2<sup>nd</sup> Floor (Lori Krinke)  
600 South Commerce Avenue  
Sebring, Florida 33870

**Note: submissions received after the time and date above will not be accepted.**

\*Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.

---END OF ITB---