

BID OFFER SHEET
City of Seattle
ITB No. #3666
TITLE: Cylinder Gases and Related Products

	GAS TYPES	CYLINDER SIZE	PRICE PER CUBIC FT.	PRICE PER CYLINDER	RENTAL PER CYLINDER/month
1	Acetylene Gas	10 CF	\$1.45	\$14.50	\$3.10
2	Acetylene Gas	100 CF	\$.215	\$21.50	\$3.10
3	Acetylene Gas	330 CF	\$.215	\$70.95	\$3.10
4	Argon	356 CF	\$.09	\$32.04	\$3.10
5	Argon	248 CF	\$.09	\$22.32	\$3.10
6	Argon/CO2 mix C25	280 CR	\$.1214	\$34.00	\$3.10
7	Argon/CO2 mix C10	258 CF	\$.1395	\$36.00	\$3.10
8	Hydrogen	196 CF	\$.1377	\$27.00	\$3.10
9	Nitrogen	85 CF	\$.1082	\$9.20	\$3.10
10	Nitrogen	228 CF	\$.0390	\$8.91	\$3.10
11	Nitrogen	255 CF	\$.0390	\$9.97	\$3.10
12	Nitrogen	304 CF	\$.0390	\$11.88	\$3.10
13	Oxygen	125 CF	\$.064	\$8.00	\$3.10
14	Oxygen	251 CF	\$.0358	\$9.00	\$3.10
15	Medical Oxygen "D"	15 CF	\$1.40	\$21.00	\$3.10
16	Medical Oxygen "E"	25 CF	\$.96	\$24.00	\$3.10
17	Medical Oxygen "J"	281 CF	\$.1601	\$45.00	\$3.10
18	Liquid Oxygen	501 CF	\$.5055	\$91.00	\$50.00
19	Liquid CO2	160 Liters	\$.5125	\$82.00	\$50.00
20	Carbon Dioxide	50 lbs	\$.342	\$17.10	\$3.10

Gases and cylinder sizes noted (liters and pounds respectively per 19 and 20) represent those that are most commonly ordered by City departments and is not intended to be an inclusive list.

CYLINDER PURCHASE

1	High Pressure Cylinders	\$ 70.00-390.00
2	High Liquid Portable Cylinders	\$2,100.00

CYLINDER CHARGES (The following will not be part of price evaluation)

At the option of the Successful Bidder, the Successful Bidder may charge a nominal fee per order for any inside deliveries.	\$0.00
For expedited delivery requests for delivery within 24 hours, the Successful Bidder may charge a nominal fee for delivery.	\$15.00
Successful Bidder may include an additional charge for hydrostatic testing of purchaser-owned cylinders	\$12.50

1. The above prices include and cover all duties, handling and transportation charges, and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all the original City contract terms and conditions without exception.
2. Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer reject your Bid.
3. Price Changes in future contract years shall be in accordance with the specifications. Other price changes are restricted to the specifications stated in the solicitation and the contract.
4. **Prompt Payment Discount:** 1 % 10 days. Note: Prompt payment discount period equal to (or greater than) 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
5. **Specify if the Business is located within the Seattle City Limits:** Businesses located and licensed within the Seattle City limits are eligible for Seattle tax consideration for purposes of calculation of low bid. This shall be equivalent to a reduction of the cost for purposes of bid evaluation only, of .025. Yes: _____ No: X
6. **Interlocal Agreement:** The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?

Yes: X No _____

Full Legal Name of Company: Kent Oxygen Co., Inc.

Signed By: Rich Hargett Print Name: Rich Hargett Jr

Date: 3/16/2009

Vendor's Name: KENT OXYGEN

INSTRUCTIONS: This is a mandatory response. Submit this form with your bid or proposal. Provide requested information to the extent information is available, then sign and date. If response is incomplete or Seattle requires further description, the Buyer may request that Vendor provide additional information within a mandatory due date as a condition of responsibility, or may determine the missing information is immaterial to award.

Vendor Information	
Vendor's Legal Name Verify at: http://www.secstate.wa.gov/corps/	Kent Oxygen Co., Inc.
"Doing Business Name" (dba) if applicable	
Mailing Address	640 South Central Ave.
Contact Person and Title	Rich Hargett Jr.
Contact Person's Phone Number	253-852-5820
Contact Person's Fax Number	253-852-7062
Contact Person's E-Mail Address	Rich@Kentox.com
Seattle Business License (required)	46871
State UBI Number (required)	173005303
Federal TIN or EIN Number	1998C203068

Vendor Registration with City of Seattle		
Did your firm register on to the City's Vendor Contractor Registration System at www.seattle.gov/purchasing/ ? For assistance, call 206-684-0444.	Yes X	No <input type="checkbox"/>
Does your firm have a Seattle Business License (SBL)?	Yes X	No <input type="checkbox"/>
If your firm does not have a SBL, will your firm obtain one before contract signature? If you believe your firm is exempt, explain or provide proof.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

How Did Your Firm Learn About This Solicitation?	Check all that apply
City of Seattle Web Site	<input type="checkbox"/>
The City's Buyer sent it to me directly	X
<i>Seattle Daily Journal of Commerce</i>	<input type="checkbox"/>
Contractor's Competitive Development Center of Seattle (CCDC)	<input type="checkbox"/>
Other (please specify)	<input type="checkbox"/>

Ownership	
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	No
What year was your firm, under the present ownership configuration, founded?	1965
How many years has your firm been in continuous operation without interruption?	44
What year did your firm begin providing, on a continuous basis, the types of services or products that are required from this solicitation?	44

Financial Resources and Responsibility	Specify yes or no. If yes, explain.
Within the previous five years has your firm been the debtor of a bankruptcy?	No
Is your firm in the process of or in negotiations toward being sold?	No
Within the previous five years has your firm been debarred from contracting with any local, state, or federal governmental agency?	No
Within the previous five years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	No
Within the previous five years has a governmental or private entity terminated your firm's contract prior to contract completion?	No
Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	No

Vendor's Name: KENT OXYGEN

Disputes	Specify yes or no. If yes, explain.
Within the previous five years has your firm been the defendant in court on a matter related to any of the following issues: <ul style="list-style-type: none"> • Payment to subcontractors? • Work performance on a contract? 	No
Does your firm have outstanding judgments pending against it?	No
Within the previous five years, was your firm assessed liquidated damages on a contract?	No
Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the City?	No

Compliance	Specify yes or no. If yes, explain.
Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	NO
If a license is required to perform the services sought by this solicitation, within the previous five years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?	No
If Hazardous Materials are an element of the contract, has the Vendor had any violations of improper disposal of such materials or any violation of associated laws, rules or regulations in the previous five years?	No

Involvement by Current and Former City Employees	Specify yes or no. If yes, explain.
Are any of your firm's officers or employees also a current officer or employee of the City of Seattle? If yes, that officer or employee must take actions to comply with the City of Seattle's Code of Ethics, Seattle Municipal Code Chapter 4.16.	No
Has any such officer or employee the City of Seattle left City services within the past most recent year? If yes, that officer or employee must take actions to comply with the City of Seattle's Code of Ethics, Seattle Municipal Code Chapter 4.16.	No

Emergency Contact Information	
The City would like information on how to reach the company during a 24-hour emergency, if the City needs your services or products during a disaster. If you have alternative contact information for emergency response during non-business hours, please provide below.	
Contact Name	Rich Hargett Jr.
Emergency Phone Number	206-914-0814
Back-up Emergency Phone Number	253-638-3126
If your company has locations outside the Seattle area that be contacted in the event of an emergency for these products or services, please list that contact information as well:	
Alternative Location Address	
Alternative Location Business Phone	

Vendor's Name: KENT OXYGEN

Alternative Location Emergency Phone	
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Business History	Specify yes or no.
Has your firm held, in the last five years, other contracts with public agencies, that are for similar products or services, of a size and scope similar to that required by the City of Seattle?	Yes
If yes, please provide and/or attach a list or sampling of the contracts you have held in the past five years, sufficient for the City to understand the depth and breadth of your experience at doing this work for other public agencies. The City may use this to assess your capability and experience at this particular type of product provision or service work. <ul style="list-style-type: none"> • If you have many such contracts, you can provide a brief summary. • If you are a subsidiary of a national firm, you can briefly summarize your own contracts and/or those of the national firm, sufficient for the City to understand your capacity to do this work. 	King County Kent Public Schools City Of Kent City Of Auburn North Highline Fire District Kent Fire Dept. Renton Fire Dept.

Federal Debarment Certifications
The undersigned hereby certifies that the Vendor:
My firm is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
My firm has not within a three-year period preceding this offer, been convicted of or had a civil judgment rendering against the firm for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government, or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and my firm is not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
My firm certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. (31 U.S.C. 1352).
My firm certifies that they have not paid - nor will we pay - any funds other than Federal appropriate funds (including profit or fee received under a covered Federal transaction), to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall notify the City of Seattle and complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities.
My firm has not had a governmental or private entity contract terminated prior to contract completion, within the last five years.
Within the previous five years, my firm has not used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency.

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The undersigned further certifies that the Vendor:
Read the City's Solicitation and all its addenda, and to the best of his/her knowledge has complied with the mandatory requirements stated herein;
Has had opportunity to ask questions regarding the requirements and that the questions were answered by the City;
Vendor's Offer is valid until the date the City awards a Vendor Contract or rejects all offers;
That all information provided within the Vendor's Offer, including but not limited to the information provided in response to this Vendor Questionnaire, is true and correct to the best of his/her knowledge;
That Vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its Offer;
That Vendor fully understands the character of the goods to be provided and/or services to be performed, the manner payment is to be made, and the terms and conditions. The Vendor offers to provide the goods and/or services within the time required, upon the terms and conditions provided without exception, and at the prices offered.
That the person signing below has the authority to legally bind the Vendor.
Offeror shall provide immediate written notice to the City of Seattle if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Dated this 16th day of March, 2009

Legal Name of firm making the Offer

Kent Oxygen Co., Inc.

Signature of the officer or employee responsible for the Offer



Title

General Manager



City of Seattle, Department of Executive Administration
 Purchasing and Contracting Services Division

Equal Benefits Compliance Declaration

For help completing this declaration, see important information on reverse.

Company Information

Diane Hargett Primary Contact Person	253-852-5820 Telephone	253-852-7062 Fax
Kent Oxygen Company, Inc Company Legal Name	46871 Seattle Business Lic. # (if available)	Diane@kentox.com Email
640 South Central Company Address	Kent City	WA State/Country
		98032 Zip
Cylinder gases Contract Title		#3666 Contract # (if available)

Please declare *one (1)* option from the list below that describes the Contractor's compliance status with Seattle Municipal Code Chapter 20.45 (City Contracts – Non-Discrimination in Benefits) and related rules.

Option A

The Contractor makes, or intends to make by the contract award date, **all benefits available on an equal basis** to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in all Seattle locations and in other locations where work on the City of Seattle contract is being performed.

Option B

The Contractor **does not make benefits available** to either the spouses or the domestic partners of its employees.

Option C

The Contractor **has no employees**.

Option D

The Contractor has been approved for **Substantial Compliance Authorization** from the City of Seattle allowing it to delay implementation of equal benefits.

Option E

The Contractor has been approved for **Reasonable Measures Authorization** from the City of Seattle allowing it to provide a cash equivalent payment to eligible employees in lieu of making benefits available.

Statement of Non-Compliance

The Contractor does not comply and does not intend to comply with Seattle Municipal Code Chapter 20.45 and related rules.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

	Diane Hargett	03/16/09
Signature of Authorized Person	Name of Authorized Person (please print)	Date