

**GALLATIN COUNTY  
INVITATION FOR COMPETITIVE SEALED BIDS  
Rest Home Oxygen Services**

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**INTRODUCTION**

TO ALL INTERESTED VENDORS: Gallatin County is inviting competitive sealed bids from Vendors to provide work, services and/or goods described in accordance with the specifications on **Exhibit "A"** attached and incorporated by reference.

**DELIVERY DEADLINE & INSTRUCTIONS**

**DELIVERED NO LATER THAN** 9:00 AM, **MOUNTAIN TIME**, "March 6", **20** 24 ", in a sealed box or envelope with company name shown clearly on the outside and addressed to:

COMPETITIVE SEALED BID  
Rest Home Oxygen Services

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Gallatin County Clerk and Recorder  
311 West Main St, Room 203  
Bozeman, MT 59715

BIDS THAT ARE UNSIGNED OR SUBMITTED BEYOND THE DEADLINE  
SHALL NOT BE CONSIDERED AND MAY BE REJECTED.

**CONTACT INFORMATION**

Requests for additional information or clarification, contact:

Darcel Vaughn, Gallatin Rest Home, 1221 W. Durston, Bozeman, MT 59715 darcel.vaughn@gallatin.mt.gov

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**AMENDMENTS TO REQUEST FOR BID**

Any questions related to this Request for Competitive Sealed Bids "CSB" must be emailed to the contact listed above prior to (February 22, 2024). Responses to these questions will be issued via addendums to Gallatin County's website "<https://gallatincomt.virtualtownhall.net/operations-procurement/pages/requests-bids-proposals>".

**BID OPENING**

Sealed bids will be opened at Gallatin County Clerk & Recorder, 311 W. Main Street, Room 203, Bozeman, MT 59715 at 9:00 AM, **on** Wednesday, March 6 **20** 24, or upon reasonable notice to the Vendors.

## BID FORM & CONTENTS

Deliver one (1) signed original, plus one (1) copy prepared as follows:

<u>Document</u>	<u>Minimum Information</u>
1. Cover Letter:	Profile, name, address, location, phone number, email address, contact persons, experience & expertise.
2. Binding Offer (signed):	Signing this bid document is a legally binding offer and that the person signing the bid has the authority to bind the company.
3. License:	Copy of License, Business Certificate.
4. Insurance:	Copy of certificate of insurance.
5. References:	3-references min. w/ contact info, photos, drawings, or description of similar projects completed.
6. Warranty:	Provide warranty terms & conditions.
7. Bid Bond:	<b>N/A</b>
8. Exhibit B:	<b>Complete and attach as page 2 of your submittal.</b>

## SELECTION PROCESS

Gallatin County has adopted the Montana State Procurement Act, [Title 18, chapter 4](#), that shall control this request for “competitive sealed bidding” made pursuant to § [18-4-303](#), MCA.

- Evaluation.** The Chief Operations Officer will evaluate all conforming bids for the most “responsible and responsive bidder whose bid meets the requirements and criteria set for in the invitation for bids including the [residence] preferences established by [Title 18, chapter 1, part 1](#)”, § [18-4-303\(8\)](#), MCA.
- Rejection.** Gallatin County expressly reserves the right, in its sole judgment, to accept or reject any or all bids, with or without cause, and to waive any defects and to allow modifications and supplementation of bids that are submitted within the deadline.
- Review.** The conforming bids will be reviewed as follows:

<u>Criteria</u>	<u>Percent</u>
Total Cost	100%

### Procurement Timeline

<b>Advertise:</b>	<u>February 8, 2024</u>
<b>Pre-bid meeting:</b>	<u>N/A</u>
<b>Bid question deadline:</b>	<u>February 22, 2024</u>
<b>Bids due:</b>	<u>March 6, 2024 9:00 AM</u>
<b>Bid Opening:</b>	<u>March 6, 2024 9:00 AM</u>

## **BINDING OFFER**

**VENDOR'S BID CONSTITUTES A VALID LEGAL OFFER FOR 180 DAYS. VENDOR'S BID SHALL NOT BE WITHDRAWN WITHOUT THE CONSENT OF GALLATIN COUNTY.** Negligence, errors, mistakes or omissions in preparing the bid, information, documentation, costs, or calculations shall confer no right of withdrawal after the submission deadline. Vendor bears all costs of preparing the bid and any subsequent presentation or participation in the selection process.

## **MISTAKES ERRORS & OMISSIONS**

Vendor shall disclose errors in costs, calculations or information "mistakes" in the bid submitted as well as in any related contracts, agreements, estimates, change orders or other documents. In the event that County accepts any bid, related contracts, agreements, estimates, change order or other documents containing mistakes the **vendor shall be obligated to correct mistakes that are adverse to the County and shall have no right to enforce such mistakes against the County, except mistakes that work in favor of the County shall be binding on the vendor.**

## **CONTRACT FORM**

Vendor agrees to accept & execute the attached county work & services agreement that will be issued subject to minor, non-substantive modifications or changes only. Gallatin County reserves the right to require the vendor to execute such further documents, contracts, agreements or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's office.

## **COUNTY RESERVATION OF RIGHTS**

SUBMISSION OF A BID CONFERS NO RIGHTS UPON ANY VENDOR AND SHALL NOT OBLIGATE GALLATIN COUNTY IN ANY MANNER WHATSOEVER. GALLATIN COUNTY RESERVES THE RIGHT TO MAKE NO AWARD AND TO SOLICIT ADDITIONAL BIDS AT A LATER DATE.

This Request for Competitive Sealed Bids may be canceled or any or all bids may be rejected in whole or in part, as specified herein, when it is in the best interests of Gallatin County, and such reasons will be stated in the contract file, § 18-4-307, MCA.

## **NOTICE OF AWARD**

In the event an award is granted, then the contract file shall contain the basis of the award that shall be to the responsible and responsive Vendor whose bid best meets the evaluation criteria and the resident bidder preference of § 18-1-102, MCA.

Gallatin County shall provide written notice to the vendor that is selected based on this RFB. If no vendor is selected, then a notice of no award shall issue. Gallatin County shall not be bound unless and until the County Commissioners accept the Bid by Resolution after a duly

noticed public hearing, and the same has been executed, recorded by the Clerk & Recorder of Gallatin County, and returned to the vendor.

### **REMEDIES & REMOVAL**

Vendors are advised that the Montana State Procurement Act provides exclusive remedies for Vendors, bidders, contractors or aggrieved parties, § 18-4-242, MCA. Transfer and assignment of contracts without authority and collusion or secret agreements between vendors for the purpose of securing any advantage is strictly prohibited, and any person who violates such provisions may be held criminally liable for misdemeanor with civil penalties from \$500 to \$5,000, § 18-4-141, MCA. In addition to these remedies [and other recourse provided in this invitation and at law or equity] Vendors may be suspended or removed as provided in § 18-4-241, MCA.

**Exhibit 'A'**

Provide Oxygen services as well as various other services to the Gallatin County Rest Home at 1221 W Durston, Bozeman Mt, 59715.

Contractor shall:  
Yes/No

1. Provide and maintain oxygen concentrators for current usage and up to 3 in reserve for new patient use.
2. Provide portable oxygen tanks with sufficient supply until next delivery
3. Provide all cannulas, extension tubing, humidifiers, connectors, filters, regulators and any other supplies needed for use of equipment.
4. Provide service for facility, private pay patients and Medicaid patients and maintain billing for each.
5. Provide a wound vac rental system as needed with availability of all supplies.
6. Provide cpap and bipap rentals as needed with availability of all supplies.
7. Availability of various other services desirable but not required: trach and suction equipment rental (with supplies), nebulizer compressor and supply availability, and oximeter study equipment.
8. Weekly delivery of supplies, availability of on-call emergency needs coverage and contact phone numbers.
9. Contact information for billing account representative.

**Failure to acknowledge providing any of the above, may result in a rejected bid.**

**\*\* = High Use Items/**

***Please note if cost is each or per month***

- \*\*OXYGEN CONCENTRATOR 10 LPM \$ \_\_\_\_\_
- \*\*OXYGEN E CYLINDER \$ \_\_\_\_\_
- \*\*OXYGEN SUPPLIES: cannulas, extension tubing, humidifiers, connectors, filters, regulators \$ \_\_\_\_\_

Use varies:

- BIPAP UNIT WITH BACK UP RATE ST \$ \_\_\_\_\_
- BIPAP UNIT WITHOUT BACK UP RATE S \$ \_\_\_\_\_
- CONNECTOR O2 SWIVEL \$ \_\_\_\_\_
- CONNECTOR O2 SWIVEL W/TUBE \$ \_\_\_\_\_
- CPAP AUTO TITRATING UNIT \$ \_\_\_\_\_
- CPAP UNIT \$ \_\_\_\_\_
- HIGH PRESS PORT O2 SYSTEM E \$ \_\_\_\_\_
- HUMIDIFIER HEATED FOR CPAP OR BIPAP \$ \_\_\_\_\_
- MASK O2 SIMPLE ADULT \$ \_\_\_\_\_
- NEB KIT W/MASK \$ \_\_\_\_\_
- NEB KIT W/MOUTHPIECE \$ \_\_\_\_\_
- NEBULIZER COMPRESSOR \$ \_\_\_\_\_
- OXIMETER UNIT HANDHELD \$ \_\_\_\_\_
- SUCTION MACHINE \$ \_\_\_\_\_
- WOUND VAC \$ \_\_\_\_\_

