



COVINGTON FIRE DEPARTMENT

Emergency Medical Services Division

100 East Robbins St. Covington, Ky. 41011

Headquarters (859) 431-0462

Fax (859) 431-3315



David J. Geiger, EMS Director

BID SPECIFICATION FOR EMS PHARMACEUTICALS 2018-2021

David J. Geiger
EMS Director
E-mail: emsdirector@covingtonky.gov
Office: 859-292-2345

REQUEST FOR BIDS

The Covington City Manager will receive bids on the following:

EMERGENCY MEDICAL PHARMACEUTICALS

Said bids shall be enclosed in a sealed envelope marked: **EMERGENCY MEDICAL PHARMACEUTICALS**

Complete bids must be delivered to the City Manager's Office, City Hall, 20 West Pike Street, Covington, Kentucky, 41011 no later than 10:00 am, prevailing time, Monday 13 August 2018. The bids will be opened and read in public by the City Clerk, or her alternate, at the time and date in the City Commission Chambers, 20 West Pike Street, Covington, Kentucky 41011. Received bids will be tabulated and referred to the City Manager for recommendation to the City Commission. The City Commission reserves the right to reject any and all bids. Further information and bid specifications may be obtained from EMS Director David J. Geiger, Covington Fire Department, 100 East Robbins, Covington, Kentucky 41011 and (859) 292-2345. TDD telephone number for speech and/or hearing impaired is (859) 292-3333.

David Johnston, City Manager

Date(s) of Publication _____

Send bill and tear sheet to: City of Covington
Finance Department
20 West Pike Street
Covington, Kentucky 41011

BID FOR EMS PHARMACEUTICALS

The Covington Fire Department, an Advanced Life Support ambulance service in Northern Kentucky, covering a population of 45,000 and making more than 8,500 EMS runs annually is accepting bids for the period October 01, 2018 through September 30, 2021. Specifications can be electronically mailed or picked up at the Central Fire Headquarters at 100 East Robbins Street, Covington, Kentucky 41011, or by contacting EMS Director David J. Geiger at (859) 292-2345.

**Specifications
For
Covington Fire Department
EMS PHARMACEUTICALS**

Section

- 1. Information for contractors**
- 2. Performance requirements**
- 3. Items specifications**
- 4. General terms and conditions**
- 5. Affidavits**

Section 1

Specifications For Contractors

1. Sealed bids are requested in response to this Invitation for Bids ("IFB") from reputable companies who are dealers in EMS Pharmaceuticals.
2. Each bid shall be equal to or exceed the fore mentioned specifications.
3. This is a supply-service type of specifications and is not the intention of this agency to write out vendors of equal or greater quality equipment than those specified. It should be noted however that this specification is written around specific needs of this department. With intent to standardize certain components, therefore in numerous places we have named specific brands of components. This has been done to establish a certain standard of quality. **Other brands will be accepted providing the vendor note in the bid that the particular brand meets or exceeds the quality and function of the actual brand that the specifications call for and that *information or samples on those items be sent along with the sealed bids.***
4. This contract shall run continuously for 36 months from October 1, 2018 until September 30, 2021
5. This agreement would recognize the vendor as the primary supplier of emergency Medical Pharmaceuticals for the Covington Fire Department. Emergency Medical Pharmaceuticals would not include other supplies, cardiac monitors and defibrillators, uniforms, radios or ambulance vehicles.
6. This agreement is expressly understood by both parties to be non-binding and would pretend no remedy in the courts, being solely a declaration of good faith between the parties. This agreement may be terminated by either party at any time, by notifying the other in writing of the intent to terminate.
7. The list included with these specifications should have individual or case prices as indicated in the specifications. With reference to the brand name, model # and company order number referenced. On items with case allotments, number of items to the case should be marked.
8. Bid prices should not include tax. We shall certify, tax exemption as required.

Vendors should also indicate if prices include or exclude freight.

9. Late bids will not be considered and returned to the vendor unopened. Bids may not be withdrawn after the opening, and shall remain valid for a period of thirty days thereafter. Negligence upon the part of the bidder in preparation of the proposal confers no right for the withdrawal of the bid after it has been opened. In submitted the proposal, the bidder agrees that acceptance of any or all bids.
10. Each bid shall be in strict compliance with our specifications and must be accompanied by detailed description of the bid proposed and equipment which it is proposed to furnish.
11. All exceptions to the specifications shall be listed on a separate sheet headed "Exceptions to the Specifications". Bids taking total exceptions will be rejected.
12. A contract will not be awarded until we have satisfied ourselves that the successful bidder is familiar with this class of equipment, meets the previously described criteria, and has the necessary facilities and resources to supply the same.
13. Information, which is incomplete, evasive or of general nature shall be considered a grounds for rejection of the bid.
14. Award of the contract will be made to the responsive and responsible bidder whose bid is the lowest bid price after the application of any reciprocal preference for resident bidders required by KRS 45A.494. The provisions of KRS 45A.490 to 45A.494 are specifically incorporated herein by reference.
15. We reserve the right to waive minor informalities and reject any or all bids..
16. All bid submissions must contain completed Campaign Finance and Non-Collusion affidavits, utilizing the forms contained in Section 5 of this IFB.

Section 2

Performance Requirements

1. The proposal shall contain the name, address, and telephone number of the local sales representative responsible for the Covington Fire Department.
2. The vendor shall pay shipping charges on all items and any backordered item(s).
3. The vendor will make every reasonable effort to purchase and stock sufficient quantities of “essential supplies” which the vendor will guarantee as being in stock for immediate shipment. The vendor will adjust and maintain stock levels so that these products are always available to fill orders.
4. If a backorder does occur, the Covington Fire Department will be notified in writing within 3 working days following the shipment of the order, an estimated shipping date from vendor’s warehouse and arrival to the customer and a potential alternatives for the backordered item.
5. The vendor shall comply with all FDA recall requirements regarding products purchased.

Section 3

Item Specifications

The Covington Fire Department pharmaceuticals shall be bid so as to comply with state and federal regulations, including those for needle free systems. All pharmaceuticals shall be compliant with provision or have an exception noted. Bids should state whether the item is priced individually or per case/box. Also list those items in which case/box price is different from individual price. All dispensing/packaging options (pre-filled syringe, vial, spray, etc) shall be included with bid unless specified by the bid (**bold**). Use generic where appropriate.

Adenosine 6mg
Adenosine 12mg
Albuterol 2.5mg/ 3mL
Amiodarone 150mg
Atropine **1mg pre-filled syringe**
Baby Aspirin 81mg tablets
Benadryl 50mg/mL, 1mL
Cyanokit, 5gm Hydroxocobalamin
Dextrose **10 pre-filled syringe**
Dextrose **25 pre-filled syringe**
Dextrose **50 pre-filled syringe**
Epinephrine 1:1,000 1mg, 1mL
Epinephrine 1:10,000 **1mg, 10mL pre-filled syringe**
Fentanyl 0.05mg/mL, 2 mL vial
Glucagen 1mg
Glucagon 1mg
Haldol 5mg, 1mL
Ipratropium Bromide / Albuterol (DuoNeb) 0.5mg / 3.0mg
Ketamine, 10mg/mL, 20 mL
Ketamine 100mg/mL, 5 mL
Lidocaine 2% 100mg, 5mL **pre-filled syringe**
Lidocaine jelly, 2%, 5mL tube
Lorazepam 2 mg/mL, 1 mL
Magnesium Sulphate 50%, 1gm, 2mL

Midazolam 5 mg/mL, **1 mL carpject**
Morphine Sulfate 10mg/mL, **1 mL vials**
Naloxone 2mg, 2mL
Neo-Syneprine .25% spray 15mL bottle
Nitrolingual spray metered dose, 0.4mg
Nitro Tablets, 0.4mg
Ondansetron 4mg, 2mL
Oral glucose Gel, 15g
Safety control seals, pull-tite w numbers, multi colors
Sodium Bicarbonate 8.4% 50mL **pre-filled syringe**
Tetracaine 2mL bottle

Section 4

General Terms and Conditions

Acceptance of Terms and Conditions – By submitting a response to this IFB, the submitter acknowledges and agrees to be bound by these General Terms and Conditions.

Assignment of Contract – The successful submitter shall not assign or subcontract any portion the final project contract (“Final Agreement”) without the express written consent of the City. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the City shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the City.

No Waiver – No failure or delay by the City in exercising thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by the City in exercising any right, remedy, power or privilege under or in respect of the Final Agreement shall affect the rights, remedies, powers or privilege under on in respect of the Final Agreement shall affect the rights, remedies, powers or privileges of the City hereunder or shall operate as a waiver thereof.

Authority to do Business – Submitter must be a duly organized and authorized to do business under the laws of the Commonwealth of Kentucky and of the City of Covington, KY. Submitter must be in good standing and have full legal capacity to provide the services specified under this Contract. The Submitter must have all necessary right and lawful authority to enter into any Final Agreement for the full term.

Non-Appropriation – In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under any Final Agreement, then the City will notify the Prevailing Submitter of such occurrence and the Final Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Final Agreement are exhausted. No payments shall be made or due to any Prevailing Submitter under any Final Agreement beyond the amounts that are appropriated and budgeted by the City to fund payments hereunder.

Claims Against the City – In consideration for the right to respond to this IFB, the Submitter waives any claim, liability or expense whatsoever against the City and its Staff, Commissioners and agents by reason of any or all of the following: Any aspect of this IFB, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of the City, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

Force Majeure – Neither party shall be considered in default in the performance of its obligations under any Final Agreement to the extent that performance of its obligations is

prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God; acts or omissions of governmental authorities or the other party, strikes, lockouts or other epidemics; floods; hurricanes; tornadoes; and any other similar acts, events, or omissions. When determined that *force majeure* results in a delay of the work to be provided under any final agreement resulting from this IFB (the "Work"), the date of delivery or performance of any other obligations of the Prevailing Submitter shall be extended for a period of equal duration to the time lost by reason of the delay. Prevailing Submitter shall notify the City in writing within ten (10) calendar days after recognition of the occurrence of any event that Prevailing Submitter believes will result in a delay. In the absence of such notification, Prevailing Submitter waives the right to claim that Work was delayed by the occurrence of such event. If, however, Prevailing Submitter's performance of other obligations is delayed, or it is reasonable to anticipate that performance will be delayed, for a continuous period of six (6) months from the scheduled date for performance, City shall have the right, in its discretion, to cancel the Agreement upon payment to Prevailing Submitter for work performed up to the time of cancellation.

Governing Law – The Final Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under the Final Agreement shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

Indemnification – The Prevailing Submitter shall indemnify and save harmless the City of Covington, its employees and elected leaders from and against all claims, suits, actions, damages, or causes of action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of or as a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the City of Covington as set forth in Kentucky Statutes. The Prevailing Submitter(s) agree to indemnify and save harmless the City of Covington, its employees and elected leaders and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which the City may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful Submitter(s), his employees, his agents or assigns.

Prohibition against Conflicts of Interest - By submitting a proposal, the Submitter affirms that it is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, and agrees not to violate these provisions. The provisions of KRS 45A.455 are specifically incorporated herein by reference.

CITY'S RIGHTS

In addition to the rights available at law or equity, under this IFB the City shall have the following rights:

Cancellation – It is the intention of the City of Covington to purchase material from sources of supply that will give prompt and convenient service. Any failure of the Prevailing Submitter to satisfy the requirements of the City of Covington shall be reason for termination the Final Award. Any bid may be rejected in whole or in part for good cause when in the best interest of the City of Covington.

Quality Terms – The City of Covington reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.

Budgetary Constraints; Modification – The City of Covington reserves the right to reduce or increase the quantity, retract any item from the submission, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

The Right to Audit – The Prevailing Submitter agrees to furnish such supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the project, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Submitter's records pertaining to the work/product for a period of three (3) years after final payment.

INTERPRETATION

Terms and Conditions Incorporated – In the event of conflicting terms, the documents relating to this IFB shall have the following priority:

- 1) The Final Agreement
- 2) This IFB
- 3) Submitter's Bid

LEGAL REQUIREMENTS AND REGULATIONS

Tax-Exemption – The City of Covington, KY is exempt from sales tax and Federal Excise Tax: Certificate Number 61-6001804.

Compliance with Legal Requirements – The Prevailing Submitter agrees to comply with all statutes, rules and regulations governing safe and healthful working conditions, including Occupational Health and Safety Act of 1970, 29 U.S.C. 650, et. seq., as amended, and KRS Chapter 338. The Prevailing Submitter also agrees to notify the City in writing immediately upon detection of any unsafe and/or unhealthful working conditions at all job sites.

Royalties & Patents – The Prevailing Submitter shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he/she is furnishing. He/she shall defend all suits or claims for infringement of any patent right and shall hold the City of Covington, KY harmless from loss on account thereof and cost and attorney's fees incurred therefore.

Good Standing – By submitting its proposal, the Submitter affirmatively states that there are no actions, suits or proceedings of any kind pending against the Submitter or, to the knowledge of the Submitter, threatened against the Submitter before or by any court, governmental body or agency or other tribunal or authority with would, if adversely determined, have materially adverse effect on the authority or ability of the Submitter to perform its obligations under any Final Agreement, or which question the legality, validity or enforceability hereof or thereof.

Occupational License – Pursuant to Chapter 110 of the Covington Code of Ordinances entities doing business within the City must obtain a City of Covington, KY Occupational License prior to executing a Final Agreement with the City.

Code of Ethics – With respect to this IFB, if any submitter violates or is a party to a violation of the Code of Ethics of the City of Covington, KY, or the City's procurement regulations and/or the Commonwealth of Kentucky statutes, such submitter may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals or bids for goods and services for the City of Covington, KY.

Open Records – All submissions shall be subject to the Kentucky Open Records Act, KRS. 61.870, et seq. Any submitter that wishes to protect certain materials must mark the pages that it wishes to protect with the **CONFIDENTIAL TRADE SECRETS** and include an explanation of the reason that the disclosure of the materials would present an unfair advantage to competitors. Upon receipt of an open records request the City shall make every effort to protect materials so marked, but makes no representation as to any ability to prevent disclosure as all open records decisions are subject to the final decision of the Kentucky Attorney General.

Legal Requirements – It shall be the responsibility of each submitter and supplier to assure compliance with an OSHA, EPA and/or Federal, Commonwealth of Kentucky and City of Covington, KY rules, regulations or other requirements, as each may apply.

Section 5
Affidavits

NON-COLLUSION AFFIDAVIT OF BIDDER

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____: SS:

COUNTY OF _____:

_____ being first duly sworn, deposes and says that he is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____, who on _____,
(Name of Bidder) (Date Bid Submitted)

20 __, submitted to _____

_____ a bid as set forth in the attached copy; that all statements of fact in such bid are true; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly, by agreement, communication of conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of bids, said bidder,

- (a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;

- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid price, or that of anyone else;
- (d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership of other financial interest with said bidder in his business; and
- (e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

++ END OF NON-COLLUSION AFFIDAVIT OF BIDDER ++

