



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 EMERGENCY MEDICAL SUPPLIES 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 SUPPLIES

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

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 EMERGENCY MEDICAL SUPPLIES

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
Emergency Medical Supplies**

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 supplies.
2. Each bid shall be equal to or exceed the fore-mentioned specifications.
3. This is a supply-service type of specification and it 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 at least 36 months from October 1, 2018 until September 30, 2021. The estimated total sales value will be approximately \$100,000 per year.
5. This agreement would recognize the vendor as the primary but not sole supplier of emergency medical supplies and equipment for the Covington Fire Department. Emergency medical equipment would not include specialty equipment, 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 **will have individual and 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 will be 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 submitting 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, which includes manufacturer and type of equipment being bid.
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 item(s) and any backordered item(s).
3. The vendor shall notify in writing within 3 working days of original shipment the arrival date of backordered items.
4. The vendor will make every reasonable effort to purchase and stock sufficient quantities of “essential supplies” such as gloves, dressings, bandages, cervical collars, etc. 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.
5. 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.
6. The vendor shall comply with all FDA recall requirements regarding products purchased.
7. The Covington Fire Department requires an online purchasing option with shipment tracking.
8. All items are to be latex free where possible.

Section 3 Item Specifications

AIRWAY and OXYGEN DELIVERY

BAAM Cap
Bite stick, plastic
Bougie Type Endotracheal Tube Introducer, 70 cm
Bulb Aspirator
BVM, Disposable Adult with exhalation filter, reservoir, mask, and manometer.
BVM, Disposable Pediatric/Infant with exhalation filter, reservoir, assorted masks, and manometer
Chest Decompression Needle, 10ga x 3.25 inches in hard plastic container
Chest Decompression Needle, 14ga x 3.25 inches in hard plastic container
CPR Pocket Masks with gloves and one-way valve in a **soft case**
Endotrol 6.0 and 7.0
Endotracheal tube, **cuffed and pre-styletted** 2.5, 3.0, 3.5, 4.0, 4.5, 5.0, 5.5, 6.0, 6.5, 7.0, 7.5, 8.0, and 8.5
Endotracheal tube holder, adult, Thomas
Endotracheal tube holder, pediatric, Thomas
Esophageal Intubation Detector, bulb type
Esophageal Intubation Detector, syringe type
FilterLine H set, single patient use, CO2 for ZOLL X-series monitor
H.A.L.O. chest seal
HyFin Chest Seal PN:10-0015
KING LTS-D airway, adult sizes 2, 2.5, 3, 4, and 5
KING VISION Video Laryngoscope, Reusable Digital Display
KING VISION blades w/ tube guide
Lubricating Jelly, individual foil packages
Laryngoscope blades, fiber-optic macintosh, stainless, disposable
Laryngoscope blades, fiber-optic miller, stainless, disposable
Laryngoscope bulbs for fiber optic handles
Laryngoscope handle, fiber-optic, adult
Laryngoscope handle, fiber-optic, pediatric
Magill forceps, adult
Magill forceps, pediatric
Meconium aspirator
Nasopharyngeal airway 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, and 36FR, Robertazzi
Nasal cannula, adult
Nasal cannula, adult, CO2 sampling for ZOLL X-Series monitor Micro-Stream Smart Capnoline O2
Nasal cannula, pediatric
Nasal cannula, Pediatric, CO2 sampling for ZOLL X-Series monitor Micro-Stream Smart Capnoline O2

Nebulizer, handheld with tee, tubing, medication chamber and mouthpiece
Nebulizer mask, adult with tubing and medication chamber
Nebulizer mask, pediatric themed with tubing and medication chamber
Non-rebreather mask, adult
Non-rebreather mask, pediatric
Oropharyngeal airway, Berman, assorted sizes and colors in kit
O-Two Disposable CPAP with Compatible connector for nebulizer treatment
Oxygen adapter, green barbed
Oxygen bottle, aluminum D cylinder
Oxygen cylinder gasket, brass with rubber center
Oxygen flow meter, Thorpe tube, chrome/brass with Ohio male connection and removable tube tree
Oxygen flow meter, Dial type, chrome/brass with Ohio male connection and removable tube tree
Oxygen regulator, brass for D cylinder without DISS outlets
PERTRACH kit, adult
PERTRACH kit, pediatric
Providone/ Iodine swab sticks
Suction canister, Bemis 1200cc
Suction catheter, Yankeur
Suction catheter, soft with control tip 6, 8, 10 12, 14, 16, and 18FR
Suction tubing
Tongue depressor, individually wrapped
Trach hook
Twill tape, ½inch

DIAGNOSTIC and INSTRUMENTS

Antimicrobial diaphragm covers

ASCENSIA CONTOUR

- Blood Glucose Monitor
- Control solutions
- Test strips

BP Cuff, single tube with handheld aneroid- infant

BP Cuff, single tube with handheld aneroid- child

BP Cuff, single tube with handheld aneroid- adult

BP Cuff, single tube with handheld aneroid- large adult

BP Cuff, single tube with handheld aneroid- thigh

BP Cuff, single tube with handheld aneroid- multiple cuff system

BP Cuff, WELCH ALLYN, Small Infant, REUSE-06

BP Cuff, WELCH ALLYN, Infant, REUSE-07

BP Cuff, WELCH ALLYN, Small Child, REUSE-08

BP Cuff, WELCH ALLYN, Child, REUSE-09

BP Cuff, WELCH ALLYN, Small Adult, REUSE-10

BP Cuff, WELCH ALLYN, Adult, REUSE-11

BP Cuff, WELCH ALLYN, Large Adult, REUSE-12
BP Cuff, WELCH ALLYN, Thigh, REUSE-13
Defibrillator Pads, ZOLL AEDPro CPR STAT-PADZ, adult
Defibrillator Pads, ZOLL AEDPro CPR STAT-PADZ, pediatric
Electrodes, Blue Sensor, Midi foam back
Lancet
Multi-Function Defibrillator pads, Adult, Zoll X-Series & M-Series
Multi-Function Defibrillator pads, Pediatric, Zoll X-Series & M-Series
Nail polish remover pads
Paper, ZOLL X-series monitor
Penlight, disposable
Penlight, reusable
Post mortem kit
Prep Razors, disposable
Pulse Oximeter, Fingertip
Pulse oximeter w/ carrying case, handheld NONIN
 Finger sensor, adult articulated
 Finger sensor, pediatric articulated
Pulse oximeter sensor, disposable, pediatric NONIN
Pulse oximeter sensor, Massimo Rainbow DCI, Adult Reusable, 3 ft., SpCO, SpMet, SpO2
Pulse oximeter sensor, Massimo Rainbow R-25L, single use Sensor for Pt's. <3kg, >30kg
Pulse oximeter Cable, Massimo Rainbow RC-4, 4 ft. Patient Cable
Ring cutter, heavy-duty
Seat belt cutter
Stethoscope, ADC ADSCOPE 603
Stethoscope, ADC ADSCOPE 604 pediatric
Stethoscope, Sprague Rappaport Style, Dual Bell
SURETEMP PLUS Electronic Thermometer w/ wall mount MODEL 690
Thermometer probe covers, disposable for WELCH ALLYN SURTEMP MODEL 690, oral
and rectal
Window punch

INFECTION CONTROL

Biohazard Bags, 5 gallon, Red
Convenience Bag, Emesis/Urine, with Hand Protection
Exam gloves, Nitrile with extended cuff (APEXPro LC 100), disposable- small, medium,
large, X-large, and XX-large
Germicidal Disposable Wipe, Tub
Hand Sanitizer, 4oz bottle
Mask, fluid shield, disposable
Personal Antimicrobial Hand Wipe
Personal Protection Kit with gown, mask/ eye shield, gloves, and shoe covers,
individually packaged
Safety glasses, clear, dark smoked and amber lenses

Safety glasses, clear, dark smoked and amber lenses, over the glasses type

Sharps Shuttle

Sharps container

1.7 QT Medegen Tall Tray Size, 3.5" x 3.5" x 10"

3.3 QT BD multi-use

4.7 QT MAXXIM multi-use

Spit Sock Hood

SUDECON Wipes

I.V. AND SYRINGES

0.9% Sodium chloride USP Flush Syringe, 10mL in 12mL syringe

0.9% Sodium chloride USP 500cc bag

Alcohol preps, large

CARPUJECT holder

I.V. administration set, 10 drop, 110in. minimum, needle-free, w/ extension, clave type
w/ pre-pierced ports, non-pump

I.V. administration, 6in. extension set w/ 1 female and 1 male luer-lock

I.V. arm board, disposable 9 inch

I.V. catheter, INSYTE AUTOGUARD, 16, 18, 20, 22, 24ga.

I.V. catheter, PROTECTIV, 14ga.

I.V. Start kit, includes large alcohol prep, premium non-latex tourniquet, 2x2, tape, and
Tegaderm

Jamshidi I/O needle, 15ga.

Lactated Ringer's, 1000cc bag

Lever Lock Cannula

MAD, mucosal atomization device

Needle, hypodermic safety 22ga x 1.5 inch

Pressure infuser, 1000mL, disposable

Syringe, disposable, luer-lock 1, 3, 5, 10, 20cc in a hard package

Syringe, disposable, 1 cc TB Syringe, 25ga. X .625 inches

Syringe seals, foil for use with pre-filled syringes

PATIENT TRANSPORT

Blanket, Disaster, Wool, Grey

Blanket, poly/ foam 60 x 90, disposable

Ferno Ez Glide Kwik Klip Strap set

Ferno Ez Glide Ankle Restraint Strap

Ready-Heat 6 panel blanket

Ready-Heat infant cocoons

SPLINTING and IMMOBILIZATION

Backboard, adult, 1000lb weight limit, x-ray translucent with pins, blue and lifetime guaranteed
Backboard, pediatric immobilization device
Backboard strap, impervious w/ auto buckle and metal swivel speed clip and labeled with COVINGTON FIRE
Backboard strap, Spider Straps, Full Body System, Polypropylene
Backboard strap, Extension, 3 Foot, Auto Metal Buckles, One piece, Red
Cervical collar, adjustable adult, AMBU PERFIT ACE
Cervical collar, adjustable pediatric, AMBU PERFIT Mini-ACE
I-TEC MULTIGRIP head immobilizer, adult, child, and infant
KED head straps, disposable
Limb holder restraints, disposable
SAM splint
Traction Splint, adult
Traction Splint, pediatric
Vacuum splint, ECONO-VAC set
Vacuum splint, ECONO -VAC ankle/ wrist
Vacuum splint, ECONO-VAC arm
Vacuum splint, ECONO-VAC leg
Vacuum splint, ECONO-VAC pump

WOUND CARE/ FIRST AID

Abdominal pads 8 x 10, sterile
Alcohol, 70%, bottle 16oz
Ammonia inhalants
Antibiotic ointment, individual package
Burn Sheet 60 x 96
Blanket, emergency survival, mylar
CELOX hemostatic gauze
Cold packs, large
Contact lens remover
Cotton tipped applicator
Emergency bandage, 4 inch
Emergency bandage, 6 inch
Eye shields, metal
Eyewash, individual bottle
Flexible cloth bandages
Flexible bandages, pediatric themed
Gauze pads, sterile 2 x 2, individually wrapped
Gauze pads, sterile 4 x 4, individually wrapped
Hot packs
Hydrocortisone, individual packets

Insect repellent wipes or small individual bottles
Insect sting swabs
Morgan lens
Multi-trauma dressing 12 x 30
O.B. kit, bagged w/scissors
Olaes Modular Bandage, 4 inch
Olaes Bandage, 6 inch
Olaes Blast Bandage
Oval eye pad
Peroxide, bottle 16oz
Rapid Application Tourniquet (R.A.T.S.)
Self-adhering elastic wrap, 2 inch
SOF Tactical Tourniquet
Sterile Water, single use 30mL
Sterile water, 500mL
Stretch gauze, sterile 2 inch, individually wrapped
Stretch gauze, sterile 4 inch, individually wrapped
Tape, 3M TRANSPORE clear porous, 1, 2, and 3 inch
Tape, 3M cloth adhesive, 1, 2, and 3 inch
Trauma shears, heavy duty
Triangular bandage
Vaseline gauze

EQUIPMENT BAGS

G3 Tidal Volume O2 Bag, Green
Extrication Collar Bag, Blue
Ferno Intubation Mini Bag, Red, 9.5 x 13 x 3 in.
Ferno Model 5116 Professional IV Mini-Bag, Blue, 9 x 4.5 x 3.5 in.
Thomas Responder Pack, Red, 12 x 14 x 5 in.
Thomas Responder Pack, Blue, 12 x 14 x 5 in.

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

- (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 ++

