

PROPOSAL REQUEST

Medical Supplies For

City of Hanahan Fire/EMS



City of Hanahan, South Carolina

August, 2016

RFP - COH #082316

INTRODUCTION

The City of Hanahan Government is hereby requesting a proposal for medical supplies for City of Hanahan Fire EMS, 5825 Campbell St, Hanahan, SC 29410.

General Information

I. Proposal Package

All sealed proposal packages must include all of the following, when applicable. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Three (3) complete copies of proposal
- Evidence of a valid business license
- Evidence of compliance with the City of Hanahan Government's Insurance Requirements, if work is performed on City of Hanahan property
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company's safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification by Contractor (Attachment 4)

NEW VENDORS

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the City of Hanahan Finance Department. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the elected official or department head shall forward a completed form W-9 to the finance department. It can be obtained from the finance department or the Internal Revenue Service's website at www.irs.gov.
2. In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

II. Responses

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the City of Hanahan Government.
- If noted in the section "proposal requirements" or later requested, the contractor will be

required to provide a reference list of clients that have a current contract for services with their company.

III. Clarification and Interpretation of RFP

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that the City of Hanahan Government considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Michael Bargeron, via email at mbargeron@cityofhanahansc.com of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before proposal’s “deadline”.

IV. Proposal Guarantee

Vendors must guarantee that all information included in their proposal will remain valid for a period of 90 days from the date of proposal opening to allow for evaluation of all proposals.

V. Related Costs

City of Hanahan Government is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

VI. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on City of Hanahan properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on City of Hanahan properties. There will be no exceptions to the insurance requirement.

VII. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and the City of Hanahan’s approval of conformance with specifications. The City of Hanahan’s Finance Department does not allow the practice of picking up checks in person.

VIII. Deadline

Sealed proposals will be accepted until October 1st, 2016 before 2:00pm. Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions. Proposals will be opened at an unspecified time after the deadline.

IX. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

X. Package

The package containing the proposal must be sealed and clearly marked “PROPOSAL FOR MEDICAL SUPPLIES FOR CITY OF HANAHAN FIRE EMS” and “DO NOT OPEN” on the outside of the package. Responses may be hand delivered or mailed to the following address.

City of Hanahan Fire EMS
1255 Yeamans Hall Road
Hanahan, SC 29410
Attn: Kitty Farias, Purchasing
Agent

XI. Right to Seek a New Proposal

The City of Hanahan reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of the City of Hanahan and City of Hanahan Fire EMS.

XII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFP and making awards, the City of Hanahan may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.
- Oral presentations and written questions for further clarifications may be required of some or all vendors.

XIII. Discussions

Discussions may be conducted with the vendors which have submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

XIV. Open Records

After the bid is awarded, all proposals will be subject to the South Carolina Open Records Act, and the proposals will be available to the public upon written request.

XV. Assignment

Neither the vendor nor the City of Hanahan may assign this agreement without prior written consent of the other party.

XVI. Liabilities

The vendor shall indemnify the City of Hanahan against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

The City of Hanahan has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

XVII. Invoicing

Invoices are to be submitted to:
City of Hanahan
Fire/EMS
5826 Campbell St
Hanahan, SC 29410

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

XVIII. Contract Nullification

The City of Hanahan may, at any time, nullify the agreement if, in the judgment of the City of Hanahan, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between the City of Hanahan and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by the City of Hanahan. ****Bidder understands and accepts the non- appropriation of funds provision of the City of Hanahan.**

XIX. Applicable Law

The City of Hanahan, South Carolina is an equal opportunity employer. The City of Hanahan does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold the City of

Hanahan harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of South Carolina. The City of Hanahan does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Berkeley County, South Carolina.

Additionally, it is a violation of state statutes to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

Specific Information

Proposal requirement details:

This includes, but not limited to the following information. Any alternative recommendations may be so noted and priced separately from the basic request.

1. The successful bidder shall furnish current unaltered price list(s) and catalog(s) for any and all products they offer.
2. Companies giving multiple discount rates will be considered non-conforming.
3. City of Hanahan Fire EMS will entertain and consider acceptable substitutions for products in the "Supply Bid Sheet" if the product meets or exceeds the specifications of the manufacturer and another manufacturer offers the same product at a lesser cost and/or the product is more efficient.
4. Bidder must be able to accept and process orders for Class 2 and 4 Schedule Drugs.
5. Supplies to be delivered during normal working hours (8:00 AM to 4:00 PM) Monday thru Friday F.O.B. to City of Hanahan Fire EMS, 5825 Campbell St, Hanahan, SC 29410 when ordered and within a reasonable length of time – not to exceed five (5) consecutive days after each such order excluding holidays and weekends.
6. Invoices are to be sent to: City of Hanahan Fire EMS, 5825 Campbell St, Hanahan, SC 29410 a copy of the original order shall be sent with the packing slip(s) to City of Hanahan Fire EMS, 5825 Campbell St, Hanahan, SC 29410.
7. All shipments exceeding \$100.00 shall be FOB.
8. For further information, contact: City of Hanahan Fire EMS, 5825 Campbell St, Hanahan, SC 29410, Phone: 843-885-8078, Email: mbarger@cityofhanahansc.com.
9. Prices must remain firm for one (1) year from award date of contract.
10. The City of Hanahan reserves the option to extend the contract term for two (2) additional one (1) year periods.
11. The winning bidder may submit to the City of Hanahan, for its consideration, a contract price adjustment, not less than sixty (60) calendar days in writing prior to the beginning of each successive term.
12. Listed in the Bid Section is an estimated quantity of supplies which may be ordered throughout the year. These are only estimates and the quantity of supplies to be ordered will be "as needed" and dependent upon usage by the Emergency Medical Services. The City of Hanahan Fire EMS may order substantially more or substantially less of any item, or none of a given item, at the department's discretion.
13. City of Hanahan Fire EMS has specified products that are currently in use and would like to

- maintain such product for interoperable usage. Whenever the specification names a certain brand, make, manufacturer, or other definite specification, they are to be used unless the bidder can demonstrate to the department's satisfaction that a like product is equal to or greater than the product requested, and for an equal or lesser price than the specified requested item as bid by other bidders. Samples for any exceptions or substitutions to specified products to demonstrate like-quality and type must be included with the bid, and shall be at no cost to the department. In the event that the bidder would like the samples returned after completion of the bid/selection process, they shall send any packing supplies needed and shall pay for return shipping.
14. The department reserves the option to order from the awarded company any listed supplies and/or other items within their catalog(s).
 15. The bidder is required to list all exceptions, deviations, or variations to the specifications set forth and it shall be done in a clear, logical fashion on a sheet designated by the bidder as such. Brochures and standard catalog sheets shall accompany each proposal, but may not be considered as notice of exceptions, deviations, or variations to these specifications.
 16. All merchandise shall have a minimum expiration date of twelve (12) months from the date of shipment, and the date must be displayed on the packages. Once received and accepted by The City of Hanahan EMS the bidder will then accept merchandise back for one hundred (100) percent no cost replacement, if those materials are within thirty (30) days of their expiration date.
 17. The bidder must be able to supply requested merchandise within a twenty-four (24) hour time frame for normal request of merchandise when the requestor has made that request within normal working hours 8 am to 5 pm Monday through Friday. During emergency (natural or man-made) situations the bidder must be able to supply requested merchandise within an eight (8) hour time frame, twenty-four (24) hours a day, seven (7) days a week. Bidder shall provide emergency contact numbers for these requests, and these numbers shall be updated immediately by the bidder if the contact numbers change. The contact numbers and emergency delivery service shall be tested by the City of Hanahan Fire EMS periodically with no prior notification to ensure compliance with the contract.
 18. Bidder must have redundant warehousing facilities in the event that the local warehouse is unable to fulfill orders for any reason.
 19. Successful Bidder is responsible for notifying the City of Hanahan Fire EMS of any shortage of product listed herein within 48 hours of becoming aware of same.
 - Electronic Inventory Requests;
 - Manage Fixed Assets with information such as Purchase Date, Asset #, Serial #, Preventative Maintenance Requirements, Notification of PM Dates, and the ability to attach files to each Asset;
 - Must provide User Documentation such as User Manual and Administrator Manual;
 - All Hardware must interface with Software, bar code printers, wireless handheld scanners, desktop and laptop computers, etc.;
 - Security Requirements shall include, but not be limited to, Identity Authentication Requirement, Automatic Timed Log-off, and Security Privilege Management.
 20. All items listed in the bid section will be awarded to only one vendor. The company must have the ability to provide all listed supplies. In the event that the bidder does not have the ability to provide a given item, or a comparable substitute, the bidder is to notate NB in the "cost per unit" and the "cost per estimated quantity to be ordered" sections next to the applicable item on the Bid Section. Any listed supplies showing (NB-no bid) will be non-conforming.

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(4) ATTACHMENT(S) FOLLOWING

ATTACHMENT 1

STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company: _____

Address: _____

Phone: _____

Fax: _____

Respondent (Signature):

Respondent (Print Name and Title):

Authorized Company Official (Print Name):

ATTACHMENT 2

DRUG-FREE WORKPLACE

The City of Hanahan is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for City of Hanahan employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 – City of Hanahan is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – City of Hanahan is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the City of Hanahan Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to the City of Hanahan must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

DRUG-FREE WORKPLACE AFFIDAVIT (page 2)

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with The City of Hanahan, South Carolina to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20__.

Notary Public

My commission expires: _____

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgment rendered against it
 - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Date: _____

Name of Participant Agency

Name and Title of Authorized Representative

Signature of Authorized Representative

_____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 4

CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

Title: _____

Name: _____

Date: _____

Witness: _____

-END-