



Instructions to Bidders

INVITATION TO BID for EMS Supplies

Date Issued: November 9, 2015

INTRODUCTION

1. Background

East Pierce Fire and Rescue is the lead agency of a group of Pierce County Washington fire departments who, at the direction of their respective fire chiefs, are working together to standardize equipment through consolidated purchasing. West Pierce Fire and Rescue, Central Pierce Fire and Rescue, Graham Fire and Rescue, South Pierce Fire and Rescue, Orting Valley Fire and Rescue, Buckley Fire Department and Dupont Fire Department have piggybacked on the most recent EMS Supplies Bid by East Pierce Fire and Rescue (EPFR). Tacoma Fire Department has also participated by inter-local agreement. It is the intent that all agencies in Pierce County are eligible to piggyback or participate by inter-local agreement on this bid at any time after the award.

2. INVITATION TO BID Purpose

It is the intent and purpose of this Invitation to Bid to secure bids for EMS Supplies as described herein for EPFR on an as-needed basis. The resulting award does not commit East Pierce Fire and Rescue or other agencies choosing to participate by inter-local agreement or by piggybacking onto this bid to purchase quantities in the annual usage estimate of the bid items. These quantities are based on the best available information. However, EPFR and other agencies may also purchase more than the estimated quantities or eliminate some items and substitute with like items.

SECTION 1: Instructions to Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish an award to provide goods and services on an as needed basis. *Any quantities listed are for bidding purposes only and represent the estimated annual requirements by EPFR and agencies which have participated by inter-local agreement or by piggybacking on the previous EMS Supplies Bid.* EPFR will be neither obligated nor restricted to the quantities indicated.

1.2 Bid Submittal Procedure

The **original and two (2) copies** of this document shall be completed, signed and submitted by **3:00 P.M. PST on Tuesday, December 1, 2015**. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be wet stamped "original". Bids and modifications shall be enclosed in a sealed envelope.

Sealed bids shall contain all required attachments and information and be submitted to EPFR no later than the date, time and place stated in the INVITATION TO BID. The Bidder shall show the title and number, due date specified, and the name and address of the Bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of miss-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Bidders able to complete the delivery of goods or services described in the specifications.

1.3 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render the bid non-responsive and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alterations of such documents shall be explained or noted and initialed by the Bidder.

1.4 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the designated office after the exact date and hour specified for receipt will not be considered.

1.5 Addenda

If at any time, EPFR changes, revises, deletes, clarifies, increases, or otherwise modifies the INVITATION TO BID, EPFR will issue a written Addendum to the INVITATION TO BID.

1.6 Questions and Interpretations of the INVITATION TO BID

No oral interpretations of the INVITATION TO BID will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the INVITATION TO BID. Oral explanations or instructions are not binding. Any information modifying the INVITATION TO BID will be furnished to all Bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.7 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which EPFR may rely that Bidder has thoroughly examined and is familiar with the INVITATION TO BID, including any work site identified in the INVITATION TO BID and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any award pursuant to this INVITATION TO BID. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of the INVITATION TO BID.

1.8 Cost of Bid and Samples

EPFR is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to EPFR. If not destroyed by testing, the samples may be returned at the Bidder's request and expense.

1.9 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If EPFR determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The decision by EPFR will be final.

1.10 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Award, except as may be provided otherwise in this INVITATION TO BID.

Bid prices shall include all freight charges, FOB to the designated delivery points.

Taxes: Sales tax and/or other applicable taxes **shall not be included** in the bid price. EPFR shall pay any Washington State sales/use taxes applicable to the award price or tender to the Vendor an appropriate amount for payment to Washington State.

SECTION 2: Bid Evaluation and Award

2.1 Evaluation of Bids

Bids will be evaluated by EPFR to determine which bid, if any, may be deemed to be the low, responsive bid from a responsible Bidder, and should be accepted in the best interest of EPFR.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

EPFR will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this INVITATION TO BID.

Responsible

In determining the responsibility of the Bidder, EPFR may consider the ability, capacity and skill to perform the Award or provide the service required; the character, integrity, reputation, judgment, and efficiency; financial resources to perform the Award properly and within the times specified; the quality and timeliness of performance on previous contracts with the EPFR and other agencies, including, but not limited to, the effort necessarily expended by EPFR in securing satisfactory performance and resolving claims; compliance with federal, state, and local laws and ordinances relating to public contracts; other information having a bearing on the decision to award the bid.

Failure of a Bidder to be deemed responsible may result in the rejection of a bid. Also, any bid that is not deemed responsive to the specifications or this INVITATION TO BID may also be rejected.

2.3 Rejection of Bids

EPFR reserves the right to reject any and all bids and to waive informalities and irregularities in bids.

In consideration for EPFR's review and evaluation of its bid, the Bidder waives and releases any claims against EPFR arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to the INVITATION TO BID. In addition, Bidders waive the costs of providing additional information requested.

2.4 Public Disclosure of Bids

This INVITATION TO BID shall be considered a public document and will be available for inspections and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW.

2.5 Bid Award

The award, if any, will be made by the Board of Commissioners of East Pierce Fire and Rescue to the low, responsive, responsible Bidder within a reasonable time after review of all bids. EPFR will have no obligations until an award is made and an order placed with the Bidder. EPFR reserves the right to award 'Schedule 1 – EMS Supplies and Equipment' and 'Schedule 2 – EMS Pharmaceuticals' collectively or to separate Bidders.

SECTION 3: Specific Award Terms & Conditions

3.1 Award Value

The estimated total annual value of this bid, including purchases by EPFR and the agencies that have previously piggybacked or purchased through inter-local agreement, for both 'Schedule 1 – EMS Supplies and Equipment' and 'Schedule 2 – EMS Pharmaceuticals' is approximately **\$900,000.00**. EPFR will not be limited, restricted or bound by this dollar value, nor shall EPFR be obligated to purchase any items contained in this INVITATION TO BID.

3.2 Award Term

This award shall commence on **January 1, 2016**.

The initial term of the award will be for one (1) year at the proposed price structure, subject to the termination clauses contained herein. EPFR reserves the right to extend the term of the contract with up to four (4), one (1) year contract extensions. EPFR will provide a minimum thirty (30) days advance notice of intent to extend the award.

EPFR reserves the right to award 'Schedule 1 – EMS Supplies' and 'Schedule 2 – EMS Pharmaceuticals' collectively or to separate Bidders.

EPFR reserves the right to purchase the goods or services described herein from other sources should the Bidder be unable to provide the product within seven (7) days of order.

EPFR reserves the right to purchase the goods or services described herein from other sources should the original bid product be discontinued by Bidder, its subcontractor or the manufacturer.

EPFR will not be obligated to purchase the estimated annual quantity, or any quantity contained in this INVITATION TO BID.

3.3 Price Revisions

Prices shall remain firm for the duration of the award period. The Bidder may request prices changes for each of the one (1) year extensions, and shall supply documentation satisfactory to EPFR such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by EPFR.

EPFR will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of the EPFR. Requests for any such change are to be made in writing to the Buyer. A written change order issued by EPFR will institute the price adjustment, provide new prices and establish the effective date for the new prices.

The Bidder shall endeavor to give EPFR thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. EPFR may cancel the contract if the price increase request is not approved. Alternatively, EPFR reserves the right, as described above in 3.2, to purchase any item where the price is increased during the term of the contract from another vendor.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to EPFR retroactive to the effective date of the price reductions.

3.4 Price Revisions – Catalog

Pricing for items ordered under this award not listed in Section 5.8 Pricing Schedules shall be based on the discount or multiplies identified in the bid and the item's price in the current accepted catalog or price list.

Pricing shall be based on the original catalog or price list until EPFR has accepted a subsequent catalog or price list. EPFR may accept a new catalog or price list by using it to determine pricing in future orders. If EPFR determines the prices contained in new catalogs or price lists are not fair and reasonable, EPFR may re-bid or purchase items through any other means available.

3.5 Shipping Charges

All prices shall include freight FOB to the designated delivery points. EPFR will reject requests for additional compensation for freight charges.

3.6 Packing Slips

Each delivery to EPFR shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is an approved partial shipment, indicate on the packing slip that it is not a complete shipment of that order and identify the items not shipped and provide a projected completions date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

3.7 Use Report

The Bidder shall, if requested, submit to the Buyer a report of sales made to EPFR and any other additional agencies under this award. The report, in a format acceptable to EPFR, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, whether it is a bid or non-bid item, quantity, price and discount.

3.8 Warranty

The Bidder warrants that the work performed under this award shall be free from defects in material and workmanship, and shall conform to all requirements of this award, for a period of at least twelve (12) months from the date of acceptance of such work by EPFR. Any work corrected shall be subjected to this subsection to the same extent as the work initially provided.

The Bidder shall provide, upon request by EPFR, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. EPFR may avail itself of the Bidder or manufacturer's standard warranty if more beneficial to EPFR.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by EPFR shall not constitute a waiver of any rights under this award or in law. The termination of this award shall in no way relieve the Bidder from its warranty responsibility.

The Bidder shall ensure that the warranty requirements of this award are enforceable through and against the Bidder's suppliers, vendors, distributors and subcontractors. The Bidder shall cooperate with EPFR in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

3.9 Product Return

EPFR reserves the right to return standard products to the Bidder for full refund or credit when the Bidder is notified of the return within thirty (30) days of EPFR's receipt of products.

EPFR further reserves the right to return products, parts and supplies determined to be surplus and no longer required by EPFR. Parts and supplies eligible for return to the Bidder shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. EPFR will advise the Bidder of its intention to return any parts and supplies. The Bidder has no obligation to accept such goods more than two (2) years after the EPFR's receipt of said goods. The Bidder is allowed a restocking fee of not more than fifteen percent (15%) of the current price for the return of surplus products, parts and supplies.

The Bidder shall, at the option of EPFR, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to EPFR. This subsection does not apply to any merchandise made to order for EPFR.

SECTION 4: Technical Specifications

4.1 Introduction

East Pierce Fire and Rescue is the primary user on this INVITATION TO BID. However, Bidder shall supply product at the bid prices to all parties listed in 'Attachment A' and any other Pierce County agency by inter-local agreement in accordance with the terms and conditions stated herein.

4.2 Expiration Dates

Medical supplies and equipment with expiration dates and/or a manufacturer suggested shelf life shall have a guarantee of no less than twelve (12) months left before expiration date and/or shelf life upon delivery of items.

Medications shall have a guarantee of no less than sixteen (16) months left before expiration date at time of delivery.

4.3 Customer Service

- A. Bidder shall appoint a single, dedicated account representative to provide a communication channel between the Bidder and EPFR. The account representative shall be available for contact between the hours of 8:00 am and 5:00 pm (PST) Monday through Friday, with the exception of Washington State designated holidays.

The account representative shall be available to attend the meetings of the Pierce County Fire Chief's Association, MSO Committee meetings on an annual, or more frequent basis, at the discretion of EPFR.

The name and contact information for Bidder's account representative shall be provided in Sections 5.7 Account Representative.

- B. Bidder shall provide a toll-free telephone number for use from all calling areas within Pierce County.

- C. Bidder shall provide notification to EPFR of any technical changes to the product design of any medical equipment or supply item listed in 'Attachment B, Pricing Schedules'.
- D. Bidder shall provide online capability for EPFR to view and place orders from a listing of items and pricing specific to 'Attachment B, Pricing Schedules', which shall be separate from the Bidder's online general catalog. EPFR shall be provided the ability to customize the list of items from Attachment B to meet their individual purchasing needs, including the ability to add or delete items.
- E. Bidder shall immediately notify EPFR agency buyer in writing, of any changes to the account representative, company profile, company financial condition, or legal address.

EPFR reserves the right to terminate the award due to changes in the account representative, company profile, company financial condition, or legal address.

4.4 Ordering Requirements

- A. Bidder shall advise of any item that is not available at the time the order is placed. Items that require backorder shall require approval by EPFR. EPFR reserves the right to purchase backordered goods from other sources.
- B. EPFR shall be immediately notified by Bidder if an existing order will be delayed or will not be delivered as ordered and confirmed.
- C. Orders delivered to EPFR shall be consolidated prior to delivery such that all items, with the exception of EPFR-approved backorders, are delivered in a single shipment. There shall be no exception to this requirement unless prior approval by EPFR buyer.
- D. When case lots are ordered, the cases shall not be split. Items ordered in case quantity shall be shipped in manufacturer's packaging.
- E. There shall be no minimum order threshold.

4.5 Invoices and Payment

The Bidder shall submit properly certified invoices to each agency of EPFR. The invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and

discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Bidder shall bill to the address on the purchase order.

When a purchase order is issued against this Award, an invoice shall be generated for each purchase when complete delivery is accepted by EPFR. An invoice shall not be generated for incomplete deliveries without the express consent of the affected agency.

Failure to comply with these requirements or to provide an invoice in conformance with the award may delay payment.

EPFR's terms of payment are Net 30 days.

Upon acceptance of payment, the Bidder waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Bidder pursuant to this Award.

EPFR will not be bound by prices in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by the Project Manager or Buyer, the invoice may be rejected and returned to the Bidder for a correction.

4.6 Other Public Agency Orders

The Washington State Inter-local Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or award in accordance with the terms and prices indicated therein if all parties agree. EPFR does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

SECTION 5: Bid Response**5.1 Rules of Price Evaluation**

Bids meeting all requirements of the INVITATION TO BID will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

5.2 Delivery

Standard delivery on items included in 'Attachment B, Pricing Schedule' are required as soon as possible and not later than seven (7) days after placement of the order.

Delivery on items not included in 'Attachment B, Pricing Schedule' are required as soon as possible but not later than ten (10) days after placement of the order. Bid prices shall include delivery FOB Destination to EPFR and parties listed in 'Attachment A'. EPFR may amend the 'Attachment A' during the contract period by providing notice to the Bidder.

5.3 Bidder's Contact Information

Physical Address: _____

Mailing Address: _____

Name of Contact Person: _____

Email: _____

Telephone No.: _____

Fax No.: _____

UBI No.: _____

State hours and days of operation:

Hours: _____ a.m. to _____ p.m. Days: _____ to _____

5.4 Remit Address (where payment will be mailed):

5.5 Consolidation Warehouse Facility Locations

The Bidder shall attach a separate list of the location(s) for all consolidation warehouse facilities including the address, contact name(s), email(s), telephone number(s), and fax number(s).

5.6 Catalog Price Discount

EPFR may require additional items during the term of this contract.

Discount offered on other items: _____%.

Name of catalog to which discount applies is _____
dated _____.

A hard copy of the Bidder's catalog shall be provided by Bidder.

Refer also to Section 3.4 Price Revisions – Catalog.

5.7 Account Representative

Name of Bidder's Account Representative: _____

Direct telephone number / email address: _____

5.8 Pricing

- A. See 'Attachment B, Pricing Schedules'. There are two pricing schedules and Bidder may bid on Schedule 1, Schedule 2 or both. *EPFR reserves the right to award Schedule 1 and Schedule 2 to different Bidders.*
- B. 'Attachment B – Schedule 1' contains the EMS Supplies and Equipment.
- C. 'Attachment B – Schedule 2' contains the EMS Pharmaceuticals.

- D. Bidder shall fill in the 'Unit Price' and 'Extended Price' for each item in a Schedule and observe all other requirements of this solicitation to be considered responsive.
- E. Sum 'Extended Price' column in each Schedule to calculate the 'Total'.
- F. Manufactured Discontinued Item
If an item has been discontinued by the manufacturer, write 'Discontinued' in the 'Unit Price' field.
- G. Manufacturer Replacement Item
If an item has been replaced by the manufacturer, Bidder shall state the manufacturer's designated replacement item name and number.
- H. Substitutions
Substitutions will be allowed at the sole discretion of EPFR. All substitution items must meet or exceed the quality of the item substituted. EPFR's decision to approve or reject a substitution is final.
- I. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.
- J. Bidder shall provide their firm's item number for each line item.

5.9 Integration with Operative IQ

EPFR currently utilizes Operative IQ to order and receive inventory. Bidder's ability to integrate ordering with Operative IQ is preferred, but not mandatory. EPFR will take into consideration the additional time required to place orders with Bidder's whose ordering system is not integrated with Operative IQ.

Ordering system integrated with Operative IQ? YES _____ NO _____

SECTION 6: Non-Collusion Certification**6.1 Non-Collusion Certification**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid, and is in all respects fair and without collusion or fraud.

The below signed Bidder has not divulged to nor discussed or compared his/her proposal with other Bidders and has not colluded with any other Bidder or parties to proposal whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation of any resultant contract and/or return of material as applicable.

Company Name: _____

Mailing Address: _____

City-State-Zip: _____

Date: _____

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

SECTION 7: Authorized Signature**7.1 Vendor Authorized Signature**

By signing this form, Bidder acknowledges and accepts the terms detailed in the INVITATION TO BID as the terms of the award.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SECTION 8: INVITATION TO BID AWARD**8.1 Schedule 1 – EMS Supplies and Equipment**

Bidder: _____

East Pierce Fire and Rescue:

Fire Chief: _____

Date: _____

Attest by: _____

Date: _____

8.2 Schedule 2 – EMS Pharmaceuticals

Bidder: _____

East Pierce Fire and Rescue:

Fire Chief: _____

Date: _____

Attest by: _____

Date: _____