

REQUEST FOR PROPOSALS

Item Description: MEDICATION AND SUPPLIES - 2 YEAR CONTRACT

Procurement/MinuteTraq #: 45161

Date to be opened: 6/3/2024

Issuing Department: Providence Fire Department

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - o Email: purchasing@providenceri.gov
 - Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - o Email: gdiaz@providenceri.gov
 - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
 - o Name: Zachariah Kenyon
 - o Title: Chief
 - o Email Address: zkenyon@providenceri.gov

Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference

Deadline for questions submissions:

QUESTIONS ARE DUE FRIDAY MAY 24, 2024 BY 4PM



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 6/3/2024

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk. Room 311, City Hall. 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

Board of Contract and Supply Department of the City Clerk – City Hall, Room 311 25 Dorrance Street Providence, RI 02903

**PLEASE NOTE: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at http://www.providenceri.gov/purchasing/how-to-submit-a-bid/

The bid package MUST include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2nd page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See
 forms and instructions enclosed (pages 11-112) or on:
 https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/
- *Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.
 - Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
 - Financial Assurance, <u>if requested</u> (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

***Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

NOTICE TO VENDORS

- 1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
- 2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
- 3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
- 4. No proposal will be accepted if the bid is made in collusion with any other bidder.
- 5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
- 6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
- 7. The Board of Contract and Supply reserves the right to reject any and all bids.
- 8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's Open Meetings Portal.
- 9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 10. In case of error in the extension of prices quoted, the unit price will govern.
- 11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
- 12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- 13. A certificate of insurance will normally be required of a successful vendor.
- 14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (RIGL Sec. 37-13-1 et seq.)
- 15. No goods should be delivered, or work started without a Purchase Order.
- 16. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
- 17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



BID TERMS

1.	mu thin	ancial assurances may be required in order to be a successful bidder for Commodity or Construction described Service contracts. If either of the first two checkboxes below is checked, the specified assurance ast accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The red checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to awarded the contract.
	a)	A certified check for \$ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
	b)	A bid bond in the amount of per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
	c)	A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
	d)	No financial assurance is necessary for this item.
2.		vards will be made within nighty (90) days of bid opening . All bid prices will be considered firm, less qualified otherwise. Requests for price increases will not be honored.
3.	Fai	cordance with the general specifications. It is agreed that deliveries and/or completion are subject to likes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

- 4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts. The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:
 - 5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
 - 6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, <u>RIGL 28-29-1</u>, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
 - 7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID FORM 1: Bidders Blank

- 1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
- 2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
- 3. The price or prices proposed should be stated both in WRITING and in FIGURES, and any proposal not so stated may be rejected. Contracts exceeding twelve months must specify annual costs for each year.
- 4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each** item should be priced individually. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
- 5. All bids MUST BE SIGNED IN INK.

Name of Bidder (Firm or Individual):	
Contact Name:	
Business Address:	
Business Phone #:	-
Contact Email Address:	
Agrees to bid on (Write the "Item Description" here):	
If the bidder's company is based in a state other than Rhode	
<u>Island</u> , list name and contact information for a local agent	
for service of process that is located within Rhode Island	
Delivery Date (if applicable):	
Name of Surety Company (if applicable):	
Total Amount in Writing*:	
Total Amount in Figures*:	
*If you are submitting a unit price bid, please insert "Unit Price Bid"	
Use additional pages if necessary for additional bidding details.	
	Signature of Representation
	Title



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 2: Certification of Bidder (Non-Discrimination/Hiring)

Up	on behalf of	(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
bei	ng its	(Title or "Self"), hereby certify that:
1.	orientation and/or religion in its busine	
2.	All of Bidder's employees have been have laws, rules and regulations.	nired in compliance with all applicable federal, state and local
I a:	ffirm by signing below that I am duly au	thorized on behalf of Bidder, on
thi	sday of	20
		Signature of Representation
		Printed Name

Printed Name



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 3: Certificate Regarding Public Records

Upon	behalf of	(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
being	its	(Title or "Self"), hereby certify an
unders	standing that:	
 2. 3. 4. 	(RFQ's), documents contained record upon receipt by the City and Supply (BOCS) meeting. The Purchasing Department an effort to request that sensitive/department and only at request vendor's bid. The requested supplemental in such details may result in disquared that the sensitive information that has	Requests for Proposals (RFP's) and Requests for Qualification within, and the details outlined on those documents become public Clerk's office and opening at the corresponding Board of Contract the issuing department for this RFP/RFQ have made a conscious resonal information be submitted directly to the issuing Everification of specific details is critical the evaluation of a rmation may be crucial to evaluating bids. Failure to provide diffication, or an inability to appropriately evaluate bids. In the bidding packet the prior to the issuing department's request in the bidding packet
5.	submitted to the City Clerk, the bears no liability associated with The City of Providence observe the bidding packet may not be	City of Providence has no obligation to redact those details and the information becoming public record. a public and transparent bidding process. Information required in abmitted directly to the issuing department at the discretion of the information, such as pricing terms, from becoming public. Bidders
I affir	m by signing below that I am du	authorized on behalf of Bidder, on
this	day of	20
		Signature of Representation



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances Sec. 21.-28.1 (e), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per R.I.G.L. § 36-14-2, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Nan	me of the person making this affidavit:
Posi	sition in the "Business"
Nan	me of Entity
Add	dress:
	one number:
The	e number of persons or entities in your entity that are required to report under Sec. 2128.1 (e):
Rea	ad the following paragraph and answer one of the options:
are	thin the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, we you made campaign contributions within a calendar year to (please list all persons or entities required under Sec. 2128.1 (e)).
a.	Members of the Providence City Council? ☐ Yes ☐ No If Yes, please complete the following: Recipient(s) of the Contribution:
	Contribution Date(s): Contribution Amount(s):
b.	Candidates for election or reelection to the Providence City Council? ☐ Yes ☐ No • If Yes, please complete the following: Recipient(s) of the Contribution:
	Contribution Date(s): Contribution Amount(s):



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

c.	 The Mayor of Providence? ☐ Yes ☐ No If Yes, please complete the following: Recipient(s) of the Contribution: 		
	Contribution Date(s):	Contribution Amount(s):	
d.	 Candidates for election or reelection to the office of If Yes, please complete the following: Recipient(s) of the Contribution: 	Mayor of Providence? ☐ Yes	□ No
	Contribution Date(s):	Contribution Amount(s):	
	Signed under the pains and penalties of perjury		
	Position		



MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:								
Bidder's Address:								
Point of Contact:								
Telephone:								
Email:								
Procurement #:								
Project Name:								
Which one of the follo	vyina dogarihaa yayr							
business' status in terr			_			_		
Owned Business Enter			$ \Box M$	ibe i	□WBE		either MBE nor WE	BE
State of Rhode Island								
This form is intended to								
including a description								
Please note that all ME								
time of bid. The MBE instructions and requir		be found n	ere. Pi	ease visit, the	City's MBE/W	BE pag	e for details of the	program (e.g.
	ganizations are not	required	to con	nnlete the res	t of this form.			
	projects unable to					sion (e.	g. Design Build) a	re required to
provide upda	ates to the MBE/WI					`	,	1
Name of Subcontracto	or/Supplier:							
Type of RI Certification	on:	□мве		□WBE		□Neit	her	
Address:								
Point of Contact:							_	
Telephone:								
Email:								
Detailed Description of								
Performed by Subcon								
to be Supplied by Sup								
of Work provided in t Total Contract Value				Subcontract	1		Doutisination	
Total Contract Value	(b):			Value (\$):			Participation Rate (%):	
Anticipated Date of Po	erformance:		1	(4).	1		11400 (70)	
I certify under penalty	of perjury that the f	orgoing sta	itemer	its are true and	correct.			
Prime Contractor/Vo	endor Signature				Title			Date
Subcontractor/Supp	lier Signature				Title			Date

^{*}If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE Waiver Request Form

or Duly Authorized Representative

Fill out this form only if you did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov, for review prior to bid submission. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Bidder:		Contact Email and Phone	
Company Name, Address:	Trade		
Project /Item Description (as seen	on RFP):		
			e name of the primary individual wit
whom you interacted, and the rease MBE/WBE Company	son the MBE/WBE company Individual's Name	Company Name	Why did you choose not to
Name	Individual S Name	Company Name	work with this company?
The state of the s	1 0 1: 1	(DE/N/DE	
		ox F on the Subcontractor Disclo	f the total bid value. I am requesting sure Form). If an opportunity is
			ffort will be made to select MBE/W
Signature of Prime Contractor /	Printed	Name	Date Signed
or Duly Authorized Representativ	ve		
Signature of City of Providence MBE/WBE Outreach Director /		Name of City of Providence VBE Outreach Director	Date Signed

PROVIDENCE FIRE DEPARTMENT

MEDICATIONS AND SUPPLIES

SPECIFICATIONS

General Information

The Providence Fire Department, EMS Division is requesting sealed bids for the purchase of vaccines and medications and various medical supplies, for a two-year period beginning on July 1, 2024.

The attached listing is a summary of the mandatory items a vendor must be able to supply in order to be considered. The Department reserves the right to adjust the quantities up or down and to purchase more than the estimated quantities for the same price at a later date. All medicines and supplies are subject to change due to protocol updates and the awarded vendor must be able to accommodate these changes.

Vendors submitting a bid must be able to provide controlled substances.

No partial bids will be accepted. The award will be made to the vendor that meets all requirements and can also provide controlled substances.

Items bid must include all shipping and handling (FOB Destination) to the following address:

Providence Fire Department 325 Washington Street Providence, RI 02903

Specifications

The Providence Fire Department uses various drugs, syringes, needles and related supplies on the day-to-day EMS runs. All EMS Rescue personnel are certified to administer the various drugs and provide medical emergency procedures. This bid is to establish a firm fixed discount for medicines and non-medicine supplies as specified from the date of award through June 30, 2026.

The Providence Fire Department may elect to receive the items in one delivery or may place orders on an as needed basis. Discounts shall be firm for a period of 12 months. If prices listed on the bid sheet change at any time during the bid period, the City must be notified with a copy of the manufacturer's price change notification. The City reserves the right to obtain a full manufacturer's price list at any time during the agreement period.

All items must be as specified or equal. Any substitution or deviation from the specifications must be clearly stated and fully described.

The Providence Fire Department will purchase amounts as needed.

Contract Period

The contract period shall be July 1, 2024, through June 30, 2026. Pricing may be increased or decreased throughout this period if the increase is due to a manufacturers pricing change and documentation is provided to support the pricing change.

Bid Submittal

All bid discounts must be firm for the contract period. Bids must include all handling and shipping costs, FOB Destination.

Vendors submitting a bid must be able to provide controlled substances.

No partial bids will be accepted. The award will be made to the vendor that meets all requirements and can also provide controlled substances.

Bidders must include a catalog with their bid if their pricing is based off a catalog. Any price increases or decreases must be supported by the manufacturer's notification to the vendor. Discounts must stay constant for the contract period.

Bidders should also provide specifications and literature if substituting an equivalent product.

Bid Evaluation and Award

Bids will be awarded to the lowest and the bid that meets all the needs of the department.

PROVIDENCE FIRE DEPARTMENT MEDICATION AND SUPPLIES **UNIT PRICE - YEAR 2 UNIT PRICE -YEAR 1** Acetaminophen Oral Tablets 500 mg - 80448 Acetaminophen Oral Liquid 160 mg/Sml - 1310-49395 Acetaminophen Rectal 325 mg - 1310-13172 Adenosine - 0542-02 6 mg Albuteral - 597-00487-990130 Amiodarone - 0616-01 Atropine - 4911-01 Calcium Chloride - 4928-01 (EA) Calcium Chloride - 373304 (BX of 10) Calcium Gluconate - 360-19 (PK of 25) Defibrillation Pads - Child/Adult for Lifepak 15 - 16384 Defibrillation Pads - Infant/Pedi for Lifepak 15 - 16383 Defibrillation Pads - Pediatriac for Lifepak 1000 - 230016 Dexamethasone - 373165 Dextrose 10% - 7520-20 Diltiazem - 1171-01 EA Diphenhydramine Inj - 0376-25

Diphenhydramine Oral - 1228-20

PROVIDENCE FIRE DEPARTMENT MEDICATION AND SUPPLIES **UNIT PRICE -YEAR 1 UNIT PRICE - YEAR 2** Epi 1:10,000 - 4921-01 (EA) or 373316 (PK of 10) Epi 1:1,000 - 103-01 (EA) or 0159-25 (PK of 25) Epi 2.25% - 375901 Fentanyl Furosemide - 20mg 0282-25 (BX of 25) Furosemide - 40 mg 0283-25 (BX of 25) Glucagon - 372050 Hydrocortisone -Ibuprofen Oral Tablets 200 mg - PK#90015 Ibuprofen Oral Liquid 100 mg/SMl #4-094-61 Ipratropium - 9801-25 Duo Neb - 0201-01 Lactated Ringer - 1000 ml - 357500 Lidocaine - 4903-01 Midazolam - 5 mg - 6059-10 Naloxone Inj - 670037-KIT Naloxone Nasal - 0353-02 Nitro - 0436-11

PROVIDENCE FIRE DEPARTMENT MEDICATION AND SUPPLIES **UNIT PRICE -YEAR 1 UNIT PRICE - YEAR 2** Ondansetron - 4755-02 Oxymetazoline - 0410-59 Saline - 0.9% - 358000 Sodium Bicarbonate - 376625 Thiamine - 371651 CAT TQ - 1880-13022 Samsplint - 770-1410 EA Assure Prism Strips - 2763-53100 Megamover - 3246-12345 NIO A - 670144-KIT NIO P - 670143-KIT LMA 571 - 2114-04081-KIT LMA 571.5 - 2114-040815-KIT LMA 572 - 2114-04082-KIT LMA 572.5 - 2114-040825-KIT LMA 573 - 2114-04083-KIT LMA 574 - 2114-04084-KIT LMA 575 - 2114-04085-KIT

PROVIDENCE FIRE DEPARTMENT MEDICATION AND SUPPLIES **UNIT PRICE -YEAR 1 UNIT PRICE - YEAR 2** LMA 576 - 2114-04086-KIT Igel 571 - 2114-08201 Igel 571.5 - 2114-08215 Igel 572 - 2114-08202 Igel 572.5 - 2114-08225 Igel 573-2114-08203 Igel 574-2114-08204 Igel 575-2114-08205 CPAP Antiseptic Wipes Adhesive Tape Bp Cuffs I - M4552A Bp Cuffs P - M4553A Bp Cuffs A - M4555A Bp Cuffs Lg - M4557A Cold Packs Conforming Bandages Chest Seal - 1215-22196

PROVIDENCE FIRE DEPARTMENT **MEDICATION AND SUPPLIES UNIT PRICE - YEAR 2 UNIT PRICE -YEAR 1** Hypothermic Blanket Mucosal Atomizor OB Kit - 36741 Pediatric Dosing Devise Sam Pelvic Sling II - SM - 665565 Sam Pelvic Sling II - M - 665566 Sam Pelvic Sling II - L - 665567 Splints Sterile Burn Sheet Sterile Gauze Sterile Water Stethoscopoe - 36020 Syringes Thermometer Trauma Dressing - 16353 Israeli Bandage 4" - J2702 Israeli Bandage 6" - J2700 Israeli Bandage 8" - 1212-09006

PROVIDENCE FIRE DEPARTMENT MEDICATION AND SUPPLIES **UNIT PRICE - YEAR 2 UNIT PRICE -YEAR 1** Trauma Shear - 2811-05524 Triangle Bandages Water Soluble Lube C Collars A - 3151-03161 C Collars P - 3151-03163 BUM-I - 2442-BVM300 BUM-C - 2442-BVM550 BUM-A - 2442-BVM1000 Colormetric Device NPA - 028055 OPA - 13027 Nasal - P - 30056 Nasal - A - 30050 NRB - P - 87-2201 NRB - A - 30051 Nebulizer - 77-8915 EA Portable Suction Pulse Oximeter - 2711-99590

PROVIDENCE FIRE DEPARTMENT						
MEDICATION AND SUPPLIES						
	UNIT PRICE -YEAR 1	UNIT PRICE - YEAR 2				
Tongue Depressor - Bite Block - 36-1174 EA						
Tongue Depressor - Wood - 276-9004 BX						
Suction Yankauer - 16105						
Suction French 6" - 36090						
Suction French 8" - 36091						
Suction French 10" - 36092						
Suction French 12" - 36093						
Suction French 14" - 36094						
Suction French 16" - 36095						
Suction French 18" - 36096						
Bio Bags - 1071-19231						
Vomit Bags - 1071-32804						
Isolation Kits - 14651						
Nitrile Gloves - Please note the department purchases approximately 350 cases annually. Of this, 300 cases are size large.						
Nitrile Gloves - Size Small						
Nitrile Gloves - Size Medium						
Nitrile Gloves - Size Large						

PROVIDENCE FIRE DEPARTMENT MEDICATION AND SUPPLIES **UNIT PRICE - YEAR 2 UNIT PRICE -YEAR 1** Nitrile Gloves - Size X-Large N95 Sm - 291860S N95 Reg - 291860 Sharps Container IV Catheters Constricting Band W drip sets Padded Arm Board Stopcocks Discount/Percentage off Vendor Catalog Pricing for any items not listed: Delivery Time Required From Receipt of Order: Please State if you Require a Minimum Order:



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is <u>NOT</u> requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.

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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

- pay any costs associated with your collection of an outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

- require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.