

**EMERGENCY MEDICAL SUPPLIES  
FOR THE RACINE FIRE DEPARTMENT**

**Time and Place:**

**Bids for furnishing the above commodity will be received until 10:00 A.M., CST on November 17, 2016 at the office of the Purchasing Agent, 730 Washington Avenue, Room 103, Racine, WI 53403.**

**\*\*\*\*NON-COLLUSION STATEMENT\*\*\*\***

By signing below bidder hereby certifies that bid has been made without any connection with any other bidder and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any employee of the City of Racine has any interest, directly or indirectly unless otherwise stated.

We agree to furnish the above according to your specification, at prices and conditions specified herein.

Please print the following contact information:

Firm Name\_\_\_\_\_

Address\_\_\_\_\_

City, State, Zip\_\_\_\_\_

Phone:\_\_\_\_\_ Fax:\_\_\_\_\_

E-mail address\_\_\_\_\_

Date\_\_\_\_\_

Printed name/Title\_\_\_\_\_

Authorized Signature\_\_\_\_\_

Credit Card Accepted Yes\_\_\_ No \_\_\_

Delivery shall be no later than\_\_\_ Work days after receipt of order. (FOB Destination)

**\*\*\*BIDS NOT MANUALLY SIGNED SHALL NOT BE ACCEPTED\*\*\***

## INSTRUCTIONS TO BIDDERS

**Submission:**

Bids must be returned via email or via mail labeled Official Notice #21-2016 in the subject line. Bidders must include one pdf version of the bid with an original signature. The electronic submission must be in excel format for the item listing and prices, other documents must be in pdf format. Bids must be received by the time and date listed in this document. The City of Racine reserves the right to reject bids that are not properly identified or are received late.

**Spreadsheet submittal details:**

**Product Category:**

This bid is divided into the following nine (9) sections for FIRE/EMS: I.V. Products, Airway Maintenance, Bandaging, Medications/Drugs, Immobilization/Splinting, Diagnostic equipment, Breathing/Respiratory, Infection Control/PPE, and Miscellaneous/others and following four (4) sections for the Health Dept.: Exam Room, First Aid, Laboratory, Pharmaceuticals.

**Product Description:**

A full product description of items needed has been provided.

**Size:**

The column indicates the required size required by the City.

**Required Manufacturer:**

The column marked "Required Manufacturer/Man #" is the City's preferred item. If you are proposing an alternative item, a sample of the item must be remitted to:

Kathryn Kasper  
730 Washington Ave, Room 105  
Racine, WI 53403

Packages must be clearly marked "Official Notice #21-2016" and be easily traced to the submitting company and the item number on the bid sheet. Alternate items will not be awarded without receipt of a sample. Samples must arrive by end of business on 11/22/2016. Substitutions of equivalents of specified items may be permitted at the sole discretion of the City of Racine.

**Estimated Annual Usage:**

This column is to provide an idea/estimate of the volume of items the city purchases annually.

**Unit Pricing:**

**Please indicate your unit price in the appropriate places in the column headed Unit Pricing.** This price indicates your charge for the specified product in the quantity which this item is readily available, i.e. box, case, etc. Unit price offered will remain firm for the period of one (1) year beginning January 1, 2017 through December 31, 2017.

**Pieces per Unit:**

Indicate the number of pieces per unit as priced for this product. If the unit price is \$50 for a box of 10, you would enter 10/box in this column

**Catalog#:**

Indicate your catalog/internet number associated with your recommended product.

## **TERMS AND CONDITIONS OF BID**

### **Rejection of Bids.**

The City of Racine reserves the right to accept or reject any bid that being in the best interest of the City.

### **Offer and Acceptance.**

The proper submission of this form by the bidder will be considered as the bidder's offer to enter into a contract in accordance with the provisions set forth. All bids are binding for sixty (60) calendar days from the date of opening unless otherwise specified. If your bid is accepted and a contract issued, then this bid will constitute the entire contract between the City of Racine and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement, regarding the subject matter of this bid, shall be deemed to exist or bind any of the parties hereto. Acceptance will take place only upon award by the City of Racine, execution of this document and/or purchase order by the proper officials and delivery of the fully executed contract and/or purchase order to the successful bidder(s).

### **Pricing**

Pricing to remain stable for the contract period. Pricing as shown in the bid document shall be honored for the City no matter how the order is placed.

### **Assignment or Subcontract**

The contract and/or purchase order may not be assigned by the successful bidder(s) without the written consent of the City of Racine

### **Determination of Award**

The City of Racine will be solely responsible for final determination as to the low responsive and responsible bidder.

### **Changes in Specifications Not Permitted**

Do not change any of the terms of the bid or any of the specifications. Such changes shall constitute a counter offer. Any bid received with such changes may be rejected.

### **Patents**

This order is given on the condition that the City of Racine is protected by the vendor(s) against all liability, loss or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise hereby ordered, or any part thereof.

### **EEOC**

The bidder agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not be limited to: recruitment advertising; employment; upgrading; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; selection for training; including apprenticeship. A violation of this provision shall be sufficient cause for the City of Racine to terminate the contract.

### **Delivery Terms**

Bids shall include delivery to the specified delivery point(s), all transportation charges to be prepaid and borne by the contractor.

**Taxes**

The City of Racine is exempt from Federal Excise Tax and Wisconsin State Sales Tax. Bids should not reflect any taxes.

**Code of Ethics**

No person may offer to give to any officer or employee of the City of Racine or his/her immediate family, and no officer or employee of the City of Racine or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers and employees vote, official action, or judgment would be influenced thereby.

**New and Unused**

All equipment shall be new and unused, tried, proven, and in current use and production, unless otherwise specified.

**Funding**

All purchases are contingent upon funds being appropriated by the Common Council of the City of Racine.

**Contract Extension**

The City of Racine, upon agreement with the vendor(s), and acting in the best interest of the City of Racine, reserves the right to extend this contract for another term of one (1) year.

**Safety Requirements**

All material, equipment, and supplies provided shall comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA and DILHR standards.

**Packaging**

Materials shall be clearly labeled and packaged in accordance with the Federal and Wisconsin requirements.

**Warranty**

The contractor agrees that the equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such equipment, supplies and services.

**Indemnity**

Contractor(s) shall indemnify, keep and save harmless the City of Racine, its agents, officials and employees, against all injuries, death, loss, damage, patent claims, suits, liabilities, judgments, costs and expenses; which may otherwise accrue against the City of Racine in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or omission of the contractor or his/her employees, if any, and the contractor shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith and if any judgment shall be rendered against the City of Racine in any such action, the contractor shall at his/her expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or issuance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of Racine as herein provided.

**Disputes**

For any disputes, the laws of the State of Wisconsin shall apply.

**Waiver**

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

**Payment for Contract Performance**

Payment for goods received under this contract will be via City of Racine Purchasing Card (currently Master Card) upon submission of each invoice for goods delivered and received.