

REQUEST FOR PROPOSAL
To Provide COVID Personal Protective Equipment (PPE)



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Ogden City Fire Department
September 10, 2020

REQUEST FOR PROPOSAL

Ogden City Corporation

COVID Personal Protective Equipment (PPE)

Ogden City Fire Department is accepting proposals for a contractor to provide Personal Protective Equipment (PPE) to help reduce or limit the exposure to communicable disease, to assist in cleaning and sanitizing equipment and apparatus, and to monitor employee health and wellness. The specific cost and service requirements are identified in the proposal packet.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510 (5th Floor) Ogden, Utah, **no later than 3 PM, September 29, 2020. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City. The City reserves the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes bids from women and minority owned businesses.

Published: September 12 & 19, 2020

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I. INTRODUCTION

The Ogden City Fire Department provides emergency medical services to the residents of Ogden City and Weber county, Utah. To reduce the risk of spreading or contracting disease or illness Ogden Fire responders wear personal protective gear (PPE) and monitor their health and wellbeing. As a part of risk management, we must ensure that the proper PPE is available to all responders.

It is our desire to purchase a quantity of PPE to meet the needs of our responders to effectively respond to all emergency medical incidents safely.

The Ogden City Fire Department will select a qualified vendor to meet the needs of the program, taking into consideration price and other such factors or criteria set forth in the RFP.

II. SCOPE OF WORK

Proposals shall demonstrate contractor's ability to provide the following equipment:

- Ability to provide PPE that meets the following standards:
 - N95 Particulate respirator NIOSH approved 42 CFR 84
 - Simple masks must meet ASTM F2100-11 Standard as a LEVEL 2 Medical face mask.
 - Medical gowns ASTM F2407 or AAMI Level 1 approved
 - Thermometers must be non-contact medical grade and meet safety standards EN 6060-1: 2006+A1, EN 6060 1-2: 2007
 - Gloves ASTM D6978 standards, UL Certified NFPA 1999-2018
 - Cleaners that meet the HMIS rating 2 (moderate)

- Contractor will comply with all local, State and Federal laws, ordinances, and statutes with the sale of medical items.
- Ogden City reserves the right to hire multiple contractors to provide the products needed.

III. PROPOSAL CONTENT

Proposals shall contain the following:

A. Company Overview

1. Official registered name (Corporate, D.B.A., Partnership, etc.), address, main telephone number, toll-free numbers, and facsimile numbers.
2. Key contact name, title, address (if different from above address), direct telephone and fax numbers.
3. Person authorized to contractually bind the organization for any proposal against this RFP.
4. Brief history, including year established, affiliations or memberships, and number of years Company has offered desired products.
5. Copy of Business License. Note that as the facilitator of this agreement, the Contractor shall provide Ogden City with renewal copies of its business license and insurance policies at the time of renewal
6. Quote for the following items:
 - a. N95 Particulate respirator NIOSH approved 42 CFR 84
 - b. Simple masks must meet ASTM F2100-11 Standard as a LEVEL 2 Medical face mask.
 - c. Medical gowns ASTM F2407 or AAMI Level 1 approved
 - d. Thermometers must be non-contact medical grade and meet safety standards EN 6060-1: 2006+A1, EN 6060 1-2: 2007
 - e. Gloves ASTM D6978 standards, UL Certified NFPA 1999-2018
 - f. Cleaners that meet the HMIS rating 2 (moderate)

7. Estimated delivery date for such products.
8. Three (3) references; preferably from public health sector.

For City record keeping purposes, please do not use spiral or wire binding methods. Stapled or loose-leaf with binder clip will be ideal.

IV. EVALUATION OF PROPOSALS

A. Written proposals will be evaluated on the criteria listed below. The selection will be made at the sole discretion of the Committee based on the following:

1. The extent to which contractor's proposal is responsive to the Fire Department's stated requirements as set out in this RFP.
2. An assessment of the contractor's ability to deliver the indicated products and services in accordance with the specifications set out in this RFP.
3. The contractor's stability, experiences, and record of past performance in delivering such products.
4. Quote responses.

B. Proposals will be evaluated by a committee consisting of representatives from the Ogden City Fire Department and other Ogden City staff members.

C. The Committee shall have the right to reject any or all Proposals. The City reserves the right to waive informalities and/or irregularities in the Proposal procedure and such waiver is at the City's sole discretion.

D. The Committee reserves the right to select more than one contractor and/or add additional contractors at any time based on submissions to this RFP and to rotate calls for service.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures.

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. Non-responsive proposals (those received after the deadline or not conforming to RFP requirements) will be eliminated. The remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each bidder bears sole responsibility for the items included or not included in the response submitted by that bidder. The City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, finalist proposals will be selected for detailed review and evaluation. The City may require an in-person presentation by a bidder to supplement their written proposal.

V. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
 - i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 - iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- b. Each insurance policy required by this Agreement shall contain the following clauses:
 - i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
 - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."
- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
 - i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew

coverage or to provide evidence of renewal will be treated as a material breach of contract.

- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

VII. ADDITIONAL INFORMATION – GENERAL TERMS AND CONDITIONS

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.

- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows “Criminal History Verified” and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.

- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.
- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: <https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

VIII. GOVERNING INSTRUCTIONS

This Request for Proposal will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

IX. CONTACT PERSON

For any questions related to this RFP, please contact the Ogden City Purchasing office via email purchasing@ogdencity.com or at (801) 629-8742.

The question and answer period ends at 3PM on September 24, 2020.

X. SUBMISSION OF PROPOSALS

Firms shall submit six (6) copies of the proposal in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 3PM on September 29, 2020** On the envelope, indicate your company's name and the "COVID PPE RFP." **LATE PROPOSALS WILL NOT BE ACCEPTED.**

No facsimile or email transmittals will be accepted. All submittals must be delivered by the mail or other delivery service or hand-carried to the 1st Floor Information Desk (back entrance of the Municipal Building) at the same address. It is the sole responsibility of those responding to this Request for Proposal to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on holidays.

The City reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from women and minority owned businesses.