

Invitation for Bid



**Bid Proposal Package
for
EMS Medical Supplies
Solicitation Number: 21-02**

February 19, 2021

Richmond Ambulance Authority

ANNOUNCEMENT

Solicitation Number: 21-02

Title: EMS Medical Supplies

Date: February 19, 2021

Receipt Date: March 19, 2021

Receipt Location: 2400 Hermitage Road, Richmond, VA 23220, Executive Offices

Pre-Bid Conference: No

OFFICIAL ANNOUNCEMENT OF INVITATION FOR BID

The Richmond Ambulance Authority (hereinafter referred to as the “Authority” or “RAA”) hereby invites bids from qualified EMS medical supply dealers (hereinafter referred to as “Bidders” or “Vendors” or “Proposer” or “Contractor”) for the award of an agreement regarding the provision of EMS medical supplies, pursuant to the terms and conditions set forth in or referred to in the Invitation For Bid (IFB).

The award shall be made at the sole discretion of the Authority to the Bidder(s) that best provides evidence of lowest price and displays responsibility to fully meet the requirements set forth by the Authority. Evidence of qualifications and responsibility shall be furnished by the Bidder as described in this IFB and will be reviewed by the Authority. The award shall not be made until the Authority has completed its review and verification of the Bidder’s qualifications.

RAA reserves the right to reject any proposals and also reserves the right to decline award to any or all Bidders. RAA may award the contract to multiple bidders. The submission of a bid by any Bidder does not by implication or expression commit the Authority to enter into an agreement with that Bidder, or any other Bidder. No agreement shall occur until a resolution formally approving such agreement has been enacted by the Authority and a written agreement has been executed.

SEALED BIDS, subject to the terms and conditions stated, herein, WILL BE RECEIVED in the Executive Offices of the Richmond Ambulance Authority, 2400 Hermitage Road, Richmond VA, 23220, in a package clearly marked “EMS Medical Supplies Bid - Attention Shawn Wray, Compliance Manager,” on or before **March 19, 2021, by 3:00pm ET.**

RICHMOND AMBULANCE AUTHORITY

Richard H. Decker III
Chief Executive Officer
804-254-1150

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Attachment 1 – Listing of EMS Medical Supplies

1. Overview

1.1 Background

In 1991 the Richmond, Virginia City Council and the City Manager implemented an Emergency Medical Services (EMS) system that emphasized patient care and ensured superior response time and clinical performance to the City's residents. With the approval of the General Assembly, the Richmond Ambulance Authority (RAA) was created by City ordinance as a governmental entity and governed by a Board of Directors appointed by City Council. Since that time, the Richmond Ambulance Authority has become an internationally recognized, high performance leader and innovator in EMS.

Richmond Ambulance Authority provides EMS coverage to approximately 62 square miles serving a daytime population of over 800,000 and a nighttime population of over 230,000 people. It also provides non-emergency service to the Richmond area.

Per capita, RAA is one of the busiest EMS systems in the nation, with emergency response times that are among the fastest in the nation. With over 50,000 calls per year, RAA ambulances are on the scene of life threatening emergencies in less than eight minutes and 59 seconds in more than 90% of all responses. For these reasons, it is critical that quality EMS medical supplies be readily available.

Diverse services are offered by RAA. In addition to Advanced Life Support and Basic Life Support Services, RAA provides a Paramedic Bike Team, LifeSaver Ambulance Membership Plan and other community service orientated programs.

1.2 Purpose

As a recognized leader in the EMS industry, Richmond Ambulance Authority requires that quality medical supplies are available without interruption. Medical supplies must be obtained to satisfy the demands of the community and RAA's demands for quality.

The Authority is seeking bids for a vendor(s) to supply and deliver EMS medical supplies. The intent of this Invitation for Bid (IFB) is to solicit bids and to set forth terms and conditions whereby the Authority will purchase medical supplies from a qualified EMS medical supply dealer.

The successful bidder shall have the ability to offer on-line ordering, inventory management, and delivery service.

2. Scope of Work

2.1 Specifications

1. The preferred vendor will provide quality EMS related medical supplies in a timely manner as needed by the Authority;
2. The preferred vendor should be an integrated supplier with **Operative IQ** and will supply at least **45** licenses for the duration of the contract. If unable to supply the licenses, the annual retail fee for the licenses will be added to the submitted bid for the duration of the contract. Vendors bidding only on specific items will not be bound to this requirement;
3. The preferred vendor should supply a controlled dispensing machine. If unable to supply the machine, the estimated retail cost for a machine will be added to the submitted bid. Vendors bidding only on specific items will not be bound to this requirement;
4. The preferred vendor will have multiple distribution centers to avoid, if possible, delays in service;
5. The vendor shall be able to adapt to the changes of the EMS industry and the Authority;
6. Provide on-line ordering capability;
7. Be able to accommodate orders once a week;
8. Provide one to two-day delivery under regular conditions;
9. Provide a local account manager with EMS and pre-hospital care knowledge;
10. The preferred vendor should be able to provide weekly site visits to meet with RAA personnel;
11. Provide samples of new medical supplies; and
12. Provide training on new products or as requested by RAA.

Please see the attached list of approved medical supplies. All bidders must be able to provide the supplies as indicated. Be advised this is a sample list of currently purchased items to be used for grading purposes. The list is not exhaustive and can change based on the needs of the Authority. The part number in the attached medical supplies list is the current part number listed for the ordered item. The current vendor information will be supplied.

2.2 Contract Terms

The contract will be awarded for three (3) years commencing from the date of award. The contract can be renewed for a total of two (2), one-year periods at the sole option of the Authority. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term.

2.3 Payment for Services

All invoices shall be submitted to RAA in a timely manner complete with the price and delivery elements as specified in the contract.

The invoice submitted shall consist of one (1) original; reference the subject contract or purchase order number; provide a sufficient description to identify the goods or services for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated district representative or authorized agent; be clearly marked as “partial,” “complete,” or “final” invoice.

RAA will make payment to the Vendor, net 30 days after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other terms of payment must have been previously approved by RAA and appear on the contract or purchase order document to be binding upon RAA.

2.4 Price Escalation

The successful bidder is responsible for making current catalogs and price lists available via an online web portal. Catalog price adjustments for non-pharmaceutical products can be updated no more than once every three hundred sixty-five (365) days, while catalog price adjustments for pharmaceutical products can be updated no more than once every ninety (90) days. The Vendor agrees to provide fourteen (14) days written notice to RAA for any product price change(s). RAA will provide the Vendor written notice in return that either authorizes or rejects proposed price change(s). If the Authority rejects the proposed price change(s), the Authority shall delete the applicable line item from the contract and seek the product purchase elsewhere. If no line items remain, then the contract shall terminate as of the effective date of the requested price change(s). If RAA authorizes the price change(s), the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the price stated on the purchase order or allow cancellation of purchase order.

Due to significant market pricing fluctuations, there are two exceptions to the price escalation clause as follows:

1. The Vendor may request price change(s) in either non-pharmaceutical or pharmaceutical product outside of the respective terms stated in the previous paragraph

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upon the following conditions. The request must be submitted by the Vendor in writing to RAA within fourteen (14) days of the proposed price change(s). The notice must include an itemized list of the items for which the Vendor is seeking a price change, with current price and revised price listed. This request must also include documentation from the manufacturer showing the dollar or percent price increase. RAA will provide the Vendor written notice in return that either authorizes or rejects proposed price increase(s). If the Authority rejects the proposed price increase, the Authority shall delete the applicable line item from the contract and seek product purchase elsewhere. If no line items remain, then the contract shall terminate as of the effective date of the requested price change. If RAA authorizes the price change(s), the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the price stated on the purchase order or allow cancellation of purchase order.

2. If the Vendor's direct cost decreases at any time during the term of this contract, the Vendor shall immediately pass the decrease(s) onto the Authority.

2.5 Other Considerations

The award of the bid will be based on the lowest responsive and responsible bidder. However, the following will be considered in determining the successful bidder:

- Maintains permanent place of business
- Has adequate equipment to do the work properly and expeditiously
- Has experience with similar projects

RAA reserves the right to add or delete items to the list of authorized medical supplies. RAA reserves the right to award the contract to multiple bidders.

2.6 Other Requirements

Time is critical in the performance of the contract. In the event delivery of supplies is delayed, the Authority reserves the right, without liability and in addition to its other rights and remedies, to purchase substitute supplies elsewhere.

The Bidder is responsible for ensuring that all products delivered are appropriate and fulfill the order placed by RAA. Should there be a discrepancy in the order, the Bidder is responsible for any fees associated with the return or restocking of the item.

RAA has the right to inspect all goods supplied. Goods received by RAA shall not be deemed accepted until an inspection has occurred. Supplies discovered defective or non-conforming to the agreed specifications will be returned. The Bidder will be expected to supply the appropriate product at no additional cost.

3. Bid Preparation Instructions

3.1 Bid Format

Bidders must submit four (4) paper copies (one clearly marked “Original”) of the proposal and one (1) electronic copy on a USB flash drive (clearly marked with Bidder’s name, “EMS Medical Supplies,” and submission date by March 19, 2021, at 3:00pm ET. The bid shall be organized in the following format and informational sequence:

1. **Business Organization:** State your full name and address or the full name and address of your organization and identify your parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, Limited Liability Company (LLC), an individual, or a Small, Woman, and Minority (SWAM) business.
2. **Program Concept and Solution:** Define in detail your understanding of the requirements presented in the Scope of Work of this IFB. Describe your plan for meeting the needs of this IFB, and any additional information you deem necessary to evaluate your proposal.
3. **Prior Experience:** Provide proof of a successful working relationship with other clients. Bidder shall provide a minimum of three (3) references of companies whereby the Bidder has provided similar services. State the businesses’ name, contact name, phone number, email address, website address, and a brief description of the service provided.
4. **In-House Services and Responsibilities:** Include names, credentials, and description of duties of personnel who will be assigned to this project. Identify key persons by name and title. Describe back-up sources, if needed.
5. **Sample:** Selected line items are identified by manufacturer and/or brand and product number. These items have been evaluated by RAA and have been determined to meet minimum acceptable performance requirements; therefore, they are qualified products. Bidders must submit bids for those qualified products listed on the attached chart, or may bid alternate items; however, samples for each alternate item can be requested by RAA for evaluation. If a sample is requested, it is recommended that the vendor also submit specification sheets along with their samples. RAA shall evaluate alternative items offered to determine equivalency with qualified items. Contract award will be made for those alternate items only if the product offered is determined by RAA to meet or exceed the minimum acceptable standards prescribed by RAA.
6. **Ordering Process:** Describe the process for which EMS supplies are ordered by the Bidder. Please include whether supplies are stored in house or ordered. Include how often supplies are ordered and the average time it takes to receive orders. Indicate in detail the back order process.

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- 7. **Delivery Schedule:** Describe in detail the delivery schedule of all EMS medical supplies related to this IFB.
- 8. **Authorized Negotiator:** Include name, address, and the telephone of the person in your organization authorized to negotiate contract terms and render binding decisions on contractual matters.
- 9. **Cost Proposal:** Fully describe ALL costs to be incurred by the Authority in remunerating Bidder for the EMS medical supplies. Please utilize the attached sheets when submitting cost.
- 10. **Warranty and Manufacturers Information:** Fully describe the warranty process for the provided supplies. The Bidder should also include the return/exchange policy.

3.2 IFB Schedule

The following schedule is provided for planning purposes. RAA will attempt to adhere to this schedule during the bid process:

IFB Schedule	
Publish IFB	February 19, 2021
Deadline for Questions	March 5, 2021
Deadline for Bids	March 19, 2021

3.3 Inquiries

Efforts have been made to ensure the IFB provides adequate explanation. However, should Bidders have any questions or require further clarification, they are advised to direct all communication regarding this procurement in writing to the RAA Principal Contact, Shawn Wray, at shawn.wray@raaems.org.

The submission of questions shall be made no later than **3:00pm ET, March 5, 2021**. Answers to substantive questions raised by any Bidder shall be sent in written form to every potential Bidder that RAA was aware of that received a copy of the IFB. Bidders are **prohibited** from contacting any member of RAA, its staff, RAA Board of Directors, its counsel, or any member of the City Council of Richmond, Virginia, except as noted above. RAA will not be responsible for any oral instructions given with regard to the completion and submittal of any proposal. Any information obtained by Bidders from any source, other than written communication from the RAA Principal Contact, shall be considered unofficial and quite possibly in error.

3.4 Response Deadline and Delivery

Four (4) paper copies (one clearly marked “Original”) and one (1) electronic copy on a USB flash drive (clearly marked with Bidder’s name, “EMS Medical Supplies”, and date of submission) of the Bidder’s proposal must be received at the Richmond Ambulance

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Authority's executive offices in a sealed package on or before **3:00pm ET, March 19, 2021**. Late submissions will not be accepted, will be considered non-responsive, will not be evaluated and will be returned to the Bidder unopened.

Proposal packaging must be clearly marked "EMS Medical Supplies - Proposal Attention: Shawn Wray, Compliance Manager."

Proposals are to be delivered to:

Richmond Ambulance Authority
2400 Hermitage Road
Richmond, VA 23220

Facsimile responses will not be accepted. Email responses will not be accepted. Any proposal received after the submission deadline will not be accepted. Proposals received non-compliant with this IFB will be returned unopened.

3.5 Bid Format and Content

Clarity of language and appropriate, accessible documentation are essential to the Authority's ability to conduct a thorough evaluation and are the Bidder's responsibility.

Bidders should fully respond to all sections and requests for documentation in the IFB.

Paper copies of the bids should be suitably bound (i.e. all pages must be fastened together), with tabs separating major sections.

3.6 Request for Modification

RAA reserves the right to request that the Bidder modify the proposal to more fully meet the needs of RAA.

3.7 Request for Additional Information

The Bidder shall furnish such additional information as RAA may reasonably require. This includes information that indicates financial resources as well as the ability to provide and maintain services.

RAA reserves the right to make investigations of the qualification of the Bidder or any of its agents, as it deems appropriate.

4. Evaluation and Award

4.1 Evaluation

Proposals will be evaluated and scored based on responses to this IFB. The evaluation process will be based on the Bidder's ability to provide EMS medical supplies and the total cost of supplies.

4.2 Opening

At a designated time and date, the Chief Executive Officer or his designee will open and list the bids for the record. This is not a public opening. Responses received after 3:00 pm ET March 19, 2021, will be deemed non-responsive and will be returned unopened.

5. General Terms and Conditions

1. Proposals submitted may be reviewed and evaluated by any person(s) designated by RAA. Proposals that do not comply with the conditions and requirements of this IFB may be rejected as non-compliant. RAA will be the sole determinant of compliance or non-compliance.
2. RAA reserves the right to reject any and all proposals submitted or to negotiate separately with any source in any manner necessary to serve the best interest of the project.
3. RAA will not pay for the information solicited by this IFB. All costs incurred by a Proposer in the preparation of a proposal and demonstration are the responsibility of the Proposer.
4. Personnel of RAA, or representatives upon consent of the RAA Principal Contact, may contact the Proposer's references as submitted in its proposal to substantiate the Proposer's capabilities and reliability, Proposer performance, and overall service. Proposer is expected to cooperate fully with RAA personnel or its selected representatives to verify Proposer claims.
5. Proposers may be asked to provide audited financial statements.
6. RAA intends to negotiate a contract which would obligate the Proposer to meet any warranties and representations made during the selection process. The final Proposer's offering, as well as this IFB, will be included as an addendum in any contractual arrangement. The contract will adhere to the laws of the Commonwealth of Virginia and the United States of America.
7. The Authority reserves the right to make awards under this Invitation for Bid to more than one Proposer if the Authority determines that doing so is in the best interests of the Authority. Each contract awarded will include an exhibit specifying the portion of the scope of services awarded to that Proposer.

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8. The Authority advises that all proposals submitted under this IFB will become the property of the Richmond Ambulance Authority and will not be returned.
9. All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the IFB closing date unless a longer acceptance period is offered in the proposal.
10. All materials submitted to RAA become public property and are subject to the Freedom of Information Act upon receipt. In accordance with Virginia Code 2.2-4342(F), trade secrets or proprietary information submitted by a Proposer in connection with this procurement transaction are not subject to the Virginia Freedom of Information Act; however, the Proposer must (i) invoke the protections of Virginia Code 2.2-4342 prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
11. Budgets and price quotations are considered public information in proposals submitted to the Authority. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets as proprietary may also render the proposal non-responsive.
12. RAA reserves the right to ask Proposers to address requirements that may have been omitted from this IFB. Should additional requirements be identified, they will be submitted to Proposers in writing as an addendum to this document.
13. Employment Discrimination. Pursuant to Virginia Code 2.2-4311, the following applies to any contract resulting from this IFB:
 - a. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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- 14.** The Proposer hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. RAA or State auditors shall have full access to and the right to examine any of the Proposer's program material during said period. RAA further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by RAA are based on records of time, salaries, materials or actual expenses. In cases where the Proposer maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the metro-Richmond area.
- 15.** RAA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon ninety (90) days written notice to the Proposer. Any contract cancellation notice shall not relieve the Proposer of the obligation to deliver or perform on all outstanding orders issued prior to the effective dates of cancellation. Further, RAA reserves the right to terminate any resulting contract immediately if the Proposer breaches any terms or conditions of such contract or if the Proposer makes a general assignment for the benefit of creditors or voluntarily or involuntarily becomes bankrupt and has not cured such bankruptcy after 90 calendar days. Such right of termination is in addition to and not in lieu of any other remedy that the RAA may have in law or equity.
- 16.** During the period of the Contract, RAA reserves the right to require the proposer to furnish certificates of insurance for the coverage required as indicated.

 - a. Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.
 - b. Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
 - c. Statutory Workers' Compensation and Employers' Liability with the Alternate Employers Endorsement WC 000301. If any employee of the Contractor is not subject to the provisions of the Virginia Worker's Compensation Act, the Contractor shall nevertheless insure payment of the same compensation to such employee as is provided for by the Virginia Worker's Compensation Act.
 - d. Professional Liability (i.e. legal malpractice) Insurance with limits of not less than \$1,000,000 per claim.
- 17.** The Proposer shall indemnify, defend and hold harmless RAA, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Proposer of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Proposer, its officers, agents and employees.
- 18.** No portion of the work shall be subcontracted without prior written consent of RAA. In the event that the proposer desires to subcontract some part of the work specified herein, the proposer shall furnish the Principal Contact the names, qualifications and experience of their proposed subcontractors. The proposer shall, however, remain fully liable and

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responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the contract.

- 19.** All services provided by the proposer pursuant to this agreement shall be performed to the satisfaction of the RAA, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. The proposer shall not receive payment for work found by the RAA to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
- 20.** Minority Business Participation: RAA is working with City of Richmond to develop its minority and emerging small business communities. RAA encourages the use of minority and emerging small businesses on all RAA contracts to the fullest extent reasonably possible. The City's Office of Minority Business Development is available at 804-646-5947 as a resource in identifying local MBEs and ESBs.
- 21.** Non-Collusion, Non-Conflict of Interest and Anti-Lobbying: Proposers, including their officers, owners, agents, representatives, sub consultants, employees, or parties in interest:
 - a. Shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation, or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
 - b. Shall not pay, or agree to pay, directly or indirectly any person, firm, corporation, or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
 - c. Shall certify that none of the deciding factors set forth in the invitation for bid or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
 - d. Must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant, or sub consultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
 - e. Must state that there are no other potential or actual conflicts of interest regarding this solicitation.
 - f. Shall certify that no officer or stockholder of their company is an employee of RAA or is related to any employee or Board member of RAA.
 - g. Shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any RAA Board or staff reviewing the proposals, except in the course of RAA-sponsored inquiries, briefings, interviews or presentations between the date that the Invitation for Bid was issued and the date of award by RAA Board of Directors.

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- h. The Contractor warrants that it and all of its subcontractors are not and will not during the life of this Contract be in violation of Virginia Code 2.2-4372 which provides as follows:
 - i. No contractors or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
 - ii. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
 - iii. No person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
 - iv. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

- 22. Non-Exclusion from Medicare and/or Medicaid:** Neither Proposer nor any officer, director, employee, agent, or owner of Proposer shall have been excluded from participation in neither the Medicare Program nor any state Medicaid Program.

- 23. Contractual Claims.** The procedure for the resolution of contractual claims shall be as set forth in Virginia Code 2.2-4363(C).

- 24. Drug Free Workplace.** Pursuant to Virginia Code 2.2-4312 during the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 25. Faith-Based Organizations.** Pursuant to Virginia Code 2.2-4343.1(D), the Authority does not discriminate against faith-based organizations.

TERMS AND SIGNATURE SHEET

Terms and Signature Sheet:

IFB # 21-02

EMS Medical Supplies

In compliance with this invitation and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or service upon which prices are quoted, at the price quoted, as specified.

I understand that the EMS Medical Supply List (Attachment 1) **is not exhaustive** of all medical supplies that may be required by RAA; however, it illustrates many of the typical supplies that are needed.

My signature on the bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder. If there are any parts of the terms and conditions that the company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Date: _____

Telephone Number: _____