

***LAKESIDE PARK – CRESTVIEW HILLS
POLICE DEPARTMENT***



**Request for Proposals
Semi-Automatic External Defibrillator Kits**

RFPs due April 14, 2023

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Invitation to Bid:

Overview

The Lakeside Park – Crestview Hills Police Authority (the governing entity for the Lakeside Park – Crestview Hills Police Department) hereby accepts sealed bids for Semi-Automatic External Defibrillator Kits to be provided in accordance with terms, conditions and specifications established herein.

The department must seek request for proposals to be able to make this purchase (per Kentucky Revised Statutes 424.260 and 45A.365). RFPs are due to the Lakeside Park – Crestview Hills Police Department by April 14, 2023. Upon Police Authority Board approval, the proposal offering the best value will be awarded.

Instructions

Bids should be submitted by mail or delivered to:

Lt. Col. Brad Degenhardt
Assistant Chief of Police
Lakeside Park – Crestview Hills Police Department
40 Town Center Boulevard
Crestview Hills, KY 41017
859-331-5368
bdegenhardt@lpchpd.com

Bids must be submitted in a sealed envelope marked: **LPCHPD RFP: 23-03-21**

Timeline

RFP posting	March 21, 2023
Due Date	April 14, 2023 8:00 am
Probable Vendor Award	April 17, 2023
Probable Order Date	April 20, 2023

Instructions to Bidders

1. Each bid must be signed by the bidder with his/her usual signature. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
4. References in the Specifications describing the material are made for descriptive purposes to guide the bidder in interpreting the type of material described. They should not be construed as excluding offers on other type of materials other than specified. However, the bidder's attention is called to Paragraph 6 of the General Conditions which must be strictly adhered to.
5. The Department's sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by the bidder are included in the bid price.
6. Read the Semi-Automatic External Defibrillator Kits Bid Form, Agreement, and Specifications attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your sealed bid. Any changes in those specifications or contractual provisions may invalidate any bid that includes those changes.
7. Complete the bid form attached hereto and made a part hereof by reference by providing the following information in the blanks for it:
 - a. The amount of the bid
 - b. The complete name, address, telephone number and e-mail address of the Bidder/Vendor
 - c. The signature of the Bidder/Vendor or someone signing for the Bidder/Vendor.
 - d. The printed name of the signatory.
 - e. The date.
8. Complete the Agreement attached hereto and made a part hereof by reference by:
 - a. Providing the printed name of the bidder as the Vendor in the blank in the first paragraph.

- b. Signing the Agreement at the end.
9. Have the signature on the Agreement notarized.
10. Seal the signed Bid Form, signed and notarized Agreement, and completed specification request within an envelope with "**LPCHPD RFP: 23-03-21**" written or otherwise indicated on the outside of the envelope; deliver the sealed envelope to the Lakeside Park-Crestview Hills Police Department, 40 Town Center Boulevard, Crestview Hills, Kentucky 41017 on or before 0800 hrs on April 14, 2023.

General Conditions

1. This proposal shall be for the one-time purchase of twelve (12) Semi-Automatic External Defibrillator Kits and a maintenance program for same.
2. The Lakeside Park – Crestview Hills Police Authority reserves the right to reject any and all bids. The Lakeside Park – Crestview Hills Police Authority further reserves the right to waive any informality or irregularity in any bids, and the right to negotiate with the bidder submitting the bid with the best value.
3. The Lakeside Park – Crestview Hills Police Authority payment terms are upon delivery.
4. In case of default by the bidder, the Lakeside Park – Crestview Hills Police Authority may procure articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
5. Prices shall be stated in units of quantities specified.
6. Whenever a reference is made in the specifications or in describing the articles required, or a particular trade name, manufacturer’s catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
7. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Lakeside Park – Crestview Hills Police Authority against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he/she further agrees to indemnify and save harmless the Lakeside Park – Crestview Hills Police Authority from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his/her servants, or agents.
8. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance.
9. All bids shall remain valid for a period of sixty (60) days after bid opening unless a longer period is otherwise stated herein.
10. All federal, state, and local law requirements must be followed.
11. Prior to a contract being awarded to the best responsible and responsive bidder whose bid meets specifications, a resident bidder of the Commonwealth of

Kentucky shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

12. Bids will be evaluated and awarded on the following basis: Bid offering the best value.
13. The Specifications for the procurement are enclosed herewith.
14. Preference for Kentucky resident bidders will be applied in accordance with Kentucky law.
15. The Lakeside Park-Crestview Hills Police Authority reserves the right to reject any or all submittals, and to waive technicalities and informalities when such waiver is determined by the Lakeside Park-Crestview Hills Police Authority to be in its best interest.
16. Signature of this document by the Submitter constitutes acceptance by the Submitter of terms, conditions and requirements set forth herein.
17. Minor exceptions may not eliminate the submittal. Any exceptions to the specifications herein shall be listed in detail on a separate sheet and attached hereto. The Lakeside Park-Crestview Hills Police Authority shall determine whether any exception is minor.
18. Pricing for the vendors offering shall be recorded on the **Bid Pricing Sheet** spreadsheet. A vendor may also attach their own spreadsheet with the information in lieu of filling out the attached spreadsheet.
19. No substitutions for articles specified herein may be made without prior approval of the Lakeside Park-Crestview Hills Police Authority.

Unit Specifications

The Lakeside Park-Crestview Hills Police Department intends to purchase and deploy twelve (12) Semi-Automatic External Defibrillator Kits. All proposed kits shall be capable of meeting the minimum requirements outlined below:

- Physio-Control Lifepak CR2 semi-automatic external defibrillator (SAED)
- Carry case or handle for above SAED
- Choking Rescue Device
- Bag Valve Mask Kit
- Common SAED Kit Accessories such as:
 - Trauma Shears
 - Razor or similar device to remove hair from application area(s)
 - CPR Mask with One Way Valve
 - Training equipment and/or simulators for above model
- Maintenance Plan for SAED

Offering

Each offering shall have a picture depicting the model kit contents being supplied.

Vendors shall also provide a current product catalog that provides a listing of SAED Kit equipment and accessories and the item's associated list price.

Bid Pricing / Signature Page

The undersigned Vendor hereby bids, offers and proposes to sell, convey and deliver to the Lakeside Park-Crestview Hills Police Authority the Semi-Automatic External Defibrillator Kits described and specified in the document entitled **Unit Specifications** attached hereto and made a part hereof by reference, for the "Amount Bid" indicated in this form; and pursuant to the terms and provisions of the **Purchase and Sale Agreement** attached hereto and made a part hereof by reference.

This bid, offer, and proposal is irrevocable until the expiration of sixty (60) consecutive calendar days after the date of this bid, offer and proposal and may be accepted by the Police Authority at any time prior thereto, provided that a copy of the Agreement attached hereto is signed on behalf of the Police Authority by the Chairman thereof and mailed by certified mail, return receipt requested.

The undersigned Vendor hereby authorizes the Police Authority to investigate the Vendor and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the Police Authority to determine the responsibility and ability of the Vendor to comply with terms and provisions hereof and the **Purchase and Sale Agreement**.

Amount of Bid

Complete Name of Vendor

Signature of Vendor or Authorized Representative

Printed Name of Signatory

Address

Telephone Number

Date

Bid Pricing Sheet

Semi-Automatic External Defibrillator (SAED)

	Price	Quantity	Total Price
Lifepak CR2			

Choking Rescue Device

	Choking Rescue Device	Price	Quantity	Total Price
Model #1				
Model #2 (if applicable)				

SAED Kit Accessories

	Type	Price	Quantity	Total Price
Item#1				
Item#2				
Item#3				
Item#4				
Item#5				
Item#6				

Maintenance Agreement(per device)

	Price	Quantity	Total Price
Annual Maintenance Agreement			

Required Affidavit for Bidders Claiming Kentucky Resident Bidder Status

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky Workers' Compensation policy in effect.

The Lakeside Park – Crestview Hills Police Authority reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ This day ____ of _____, 20 _____.
(Company Name)

Notary Public

[seal of notary] My commission expires: _____

**SEMI-AUTOMATIC EXTERNAL DEFIBRILATOR KIT
PURCHASE AND SALE AGREEMENT**

This agreement is by and between the LAKESIDE PARK-CRESTVIEW HILLS POLICE AUTHORITY (the police department for the cities of Lakeside Park and Crestview Hills, both Home Rule cities in Kenton County, Kentucky), which shall hereinafter be identified and referred to as the "POLICE AUTHORITY" and

(PRINTED NAME OF VENDOR)

the personal representative, heirs, legatees, devisees, successors and assigns thereof, who shall hereinafter be referred to collectively as the "VENDOR";

WITNESSETH:

WHEREAS, the Police Authority has appropriated certain funds for the purchase and acquisition of Semi-Automatic External Defibrillator Kits; and

WHEREAS, pursuant to KRS 424.260; the Police Authority advertised for bids for Semi-Automatic External Defibrillator Kits; and, in response thereto, received the bid of the Vendor attached hereto and made a part hereof by reference: and

WHEREAS, the attached bid of the Vendor was accepted by the Police Authority;

NOW, THEREFORE, the Police Authority and the Vendor hereby agree as follows:

1. Within _____ consecutive calendar days after this Agreement has been signed on behalf of the Police Authority and mailed to the Vendor, with time being of the essence, the Vendor shall cause to be delivered to the Police Authority, at the offices thereof in Crestview Hills, KY, the absolute possession of the Semi-Automatic External Defibrillator Kits described and specified in the **Unit Specifications** attached hereto and incorporated herein by reference, free and clear of all liens and encumbrances thereon, with all of the warranties provided by KRS 355.2-313 through and including 355.2-318.
2. Simultaneously with the receipt by the Police Authority of the Semi-Automatic External Defibrillator Kits, the Police Authority shall pay to the Vendor the "Amount Bid" by the Vendor in the Bid Form attached hereto and incorporated herein by reference.
3. The Vendor shall be liable to the Police Authority and responsible for all incidental and consequential damages sustained or incurred by the Police Authority as a result of any failure of the Vendor to comply with the terms and provisions of this Agreement or any warranty indicated therein regardless of any contrary provisions in the bid of the Vendor.

(PRINTED NAME OF VENDOR)

(PRINTED MAILING ADDRESS OF VENDOR)

IN WITNESS THEREOF THIS AGREEMENT HAS BEEN SIGNED FOR AND ON BEHALF OF THE VENDOR AND THE LAKSIDE PARK-CRESTVIEW HILLS POLICE AUTHORITY AND THROUGH THEIR RESPECTIVE OFFICIALS ON THE DATES INDICATED.

SUBSCIBED AND SWORN TO before me, a Notary Public, by Paul Markgraf, as Chairman of the Lakeside Park-Crestview Hills Police Authority, on _____, 2023

NOTARY PUBLIC
Kentucky, State at Large
Commission Expires _____
State of _____
County of _____

CHAIRMAN PAUL MARKGRAF

SUBSCIBED AND SWORN TO before me, a Notary Public, by _____ of _____, on _____, 2023

NOTARY PUBLIC
Commission Expires _____
State of _____
County of _____

Signature of Signatory