# INVITATION TO BID

#### **RE-CERTIFIED MEDICAL DEFBRILLATOR**

#### SCOPE OF THE INVITATION TO BID

The City of Hueytown is currently providing funding for the purchase of Re-certified Medical Defibrillator and accessories for the Hueytown Fire Rescue. It is the responsibility of the administration of Hueytown Fire & Rescue to oversee the purchasing of this equipment.

The purpose for this invitation to bid is to establish a contract with a vendor that will provide the City of Hueytown with a Re-certified Medical Defibrillator, accessories, and supplies.

## **INSTRUCTIONS TO BIDDERS via ELECTRONIC SUBMISSION**

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE at <u>https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b2ca6ff8-</u><u>43a8-428c-866d-c7048e1a5357</u> prior to 2:00 p.m. Central Time on June 21, 2018. Proposals submitted must be binding for no less that ninety (90) days after the date received. The City will select the proposal that, in its opinion, is in the best interest of the City. The City reserves the right to reject any or all proposals or portions of a proposal. The City also reserves the right to waive minor technicalities in the proposal, but also reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine the best proposal. In addition to accept the proposal or proposals deemed to be in the best interest of the City i.e., the most qualified proposal will not necessarily be the proposals with the lowest cost. Further, the City reserves the right to accept a proposal (or proposals) for any or all items separately or together.

Vendor inquiries are to be directed to Danny Sullivan, Assistant Fire Chief via email at <u>dsullivan@hueytownal.gov</u>

All responses must adhere to the following guidelines:

- Vendors are encouraged to submit responses as soon as possible. The time and date of receipt as recorded by the server will serve as the official time of receipt. The City is not responsible for late submissions, regardless of the reason.
- All requested information and forms **MUST** be included as attachments.
- Submittals may be re-submitted prior to the date and time of bid open; if multiple submission are received from the same source, <u>the latest</u> <u>timestamped submittal</u> will be the one used.

#### TERMS AND CONDITIONS

<u>Date and Receipt of Invitation To Bid</u> – Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted <u>ONLINE</u> at <u>https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b2ca6ff8-43a8-428c-866d-c7048e1a5357</u> prior to 2:00 p.m. on June 21, 2018. Vendors are encouraged to submit responses as soon as possible. The time and date of receipt as recorded by the server will serve as the official time of receipt. The City is not responsible for late submissions, regardless of the reason. All requested information and forms MUST be included as attachments. Submittals may be re-submitted prior to the date and time of bid open; if multiple submission are received from the same source, the latest timestamp will be the one used.

<u>Withdrawal or Modification</u> – The proposing firm may request withdrawal or modification of their sealed bid prior to the scheduled closing date and time via the Vendor Registry website at <u>www.vendorregistry.com</u>. After being opened, the bid will be valid for ninety (90) calendar days.

<u>Contract Award</u> – The City reserves the right to accept or reject any or all proposals, to waive any irregularities and technicalities, and to request resubmission or additional information. The City reserves the right to award the contract to the most responsible and responsive proposing firm resulting in an agreement which is most advantageous to and in the best interest of the City of Hueytown. The City shall be the sole judge as to whether the proposal and the resulting agreement are in the best interest of the City, and the City of Hueytown's decision shall be final. The City may take up to 90 days before a decision is made to either award a contract as a result of this Invitation to Bid or terminate the project and do nothing.

<u>Contract Documents</u> – Within ten (10) calendar days after the City notification of intent to award, the successful bidder must furnish all documentation required to support the city's intent. If the successful bidder fails to furnish the required deliverables within the required time frame, the award may be withdrawn and made to the next highest rated bidder.

<u>Addenda and Interpretations</u> – If it becomes necessary to revise any part of this Invitation to Bid, a written addendum will be provided to all known prospective bidders. Interpretations, corrections and changes shall not be binding unless made by addendum. The bidder shall not rely upon interpretations, corrections or changes made in any other manner, whether by telephone or in person. All Addenda issued shall become part of the Contract documents. It is the bidder's responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must also be acknowledged by the bidder.

<u>Contract Period</u> – The contract period will begin from the award date of the bid for a period of ninety (90) days. Bid prices shall be in effect for ninety (90) days of award date.

<u>Cancellation</u> – Failure to deliver as specified and in accordance with the bid submitted, including promised delivery date will constitute sufficient grounds for cancellation of the order at the option of the City of Hueytown.

<u>Termination for Convenience</u> – The City of Hueytown shall have the right to terminate at the City's convenience, with or without cause, any contract resulting from this Invitation to Bid by specifying the date of termination in a written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the City of Hueytown.

<u>Assignment of Contractual Clarifications</u> – It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, interest in whole or in part thereof without previous written consent of the City and any sureties, of which the City shall be under no obligation to grant. The City of Hueytown must receive notification of any change in the members of the project team identified in the proposal.

<u>Right to Request Clarification</u> – The City of Hueytown reserves the right to request clarification of information submitted and to request additional information of the one or more bidders. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation to Bid shall be made in writing to Danny Sullivan. The City of Hueytown shall not be responsible for oral interpretations given by any employee, representative or others. The issuance of a written addendum signed by Danny Sullivan of the City of Hueytown is the only official method whereby interpretation, clarification, or additional information can be given. The city of Hueytown will provide by email to all official bidders any addenda which are issued to this Invitation to Bid. Official bidders are those who obtain an Invitation to Bid directly from the City of Hueytown.

<u>Indemnification Requirement</u> – The City shall require the following or similar indemnification paragraphs to be made part of the contract(s) as entered into with the successful bidder(s):

- The City shall be held harmless against all claims for bodily injury, sickness, death, personal injury, damage to property or loss of use resulting there from or arising out of performance of the agreement or contract; unless such claims are a result of the City's own negligence.
- The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's own negligence.

<u>Confidential Information</u> – No documents relating to this procurement will be presented or made available to any other person, agency or organization until after award. Commercial or financial information obtained in response to the Invitation to Bid, which is privileged and confidential and is clearly marked as such, will not be disclosed at any time. Such privileged and confidential information includes information that if disclosed might cause harm to the competitive position of the bidder supplying the information. All bidders, therefore, must visibly mark in RED as "Confidential" each part of their proposal which they consider to contain proprietary information. **Simply marking the entire proposal as confidential is not acceptable.** 

<u>Affirmative Action</u> – The contractor shall take all necessary affirmative steps to assure compliance with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to race, color, religion, age, sex, national origin or physical disabilities. The contractor will indemnify and hold the City harmless from all claims for damages from violations of state or federal law, and all cost and expenses, including attorney's fees, arising from or related to such claims.

<u>Contact with City Employees</u> – To ensure fair and objective evaluation, all questions related to this Invitation to Bid should be addressed only to the person named in this Invitation to Bid. Contact with any other City employee, except at the vendor pre-bid meeting (if conducted) is expressly prohibited without prior written consent of the person so named herein. Vendors directly contacting other City employees will risk elimination of their proposal from further consideration.

<u>Software and Hardware Defects</u> – Vendor shall properly correct all software defects which the vendor is responsible within a time-period agreed upon by the City and vendor.

<u>Warranty</u> – All medical equipment and accessories shall be warranted in accordance with the bid specifications.

<u>Response Preparation Costs</u> – The City will not pay any costs incurred by any vendor in the proposal preparation, printing, demonstration or negotiation process. All costs shall be borne by the proposing vendors except for costs associated with any City personnel visits to vendor offices or other client sites.

<u>Delivery</u> – The delivery location will be the location(s) as stated on the purchase order(s).

# **INSURANCE REQUIREMENTS**

Certificates of insurance is not required for submission of the Bid but is required before award of a contract. The Certificate of Insurance shall be addressed to the City of Hueytown. All insurance shall be in effect during the term of the contract.

Vendor shall provide the following coverage:

- \$1,000,000 Bodily Injury and Property Damage Combined Occurrence.
- \$1,000,000 Bodily Injury and Property Damage Combined Aggregate.
- \$1,000,000 Personal Injury Aggregate.
- Vendor's protective liability damage insurance in the same minimum coverage as under general liability insurance.
- Comprehensive Form Including Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.
- \$100,000 Worker Compensation and Employers Liability Insurance Limit Each Occurrence in accordance with provisions of the labor code of the State of Alabama.
- \$1,000,000 Umbrella Coverage Each Occurrence.
- \$1,000,000 Umbrella Coverage Aggregate

## OTHER REQUIREMENTS

- 1. Minimum five (5) years' experience in the business of providing FIRE/EMS Medial Equipment with documented experience and client satisfaction.
- 2. The vendor must complete Form W9 Request for taxpayer identification number and certification. Vendor **must** have a contract that has been duly approved and executed as required by the City of Hueytown before deliverables are valid and payable. Any obligations that should come due not compliant with the same will become void and therefore will not be paid.
- 3. The vendor shall also supply the City with E-verify affidavit information of the company if the City were to issue a contract to the vendor. Failure to supply the City with the E-verify affidavit will disqualify the vendor.
- 4. The successful vendor will be required to purchase a City of Hueytown Business License if the City were to award a contract as a result of this Invitation to Bid.
- 5. Prior to the invoicing of any equipment, supplies and/or accessories, a City of Hueytown issued purchase order must be submitted to the vendor. The City of Hueytown is not responsible for any items ordered or invoiced without a purchase order.
- 6. Invoices will show only the price of the items set forth on the contract indicated on the bid. Any additional charges or fees to include shipping or freight, not listed will be disallowed form any invoice. No purchase shall be made without proper authorization.

7. All freight, shipping and handling of items shall be at the expense of the successful bidder.

# SPECIFICATIONS

Materials will be as specified or approved equal. Equipment will be furnished in accordance with specification and ready to use. Approved equals will be approved by Hueytown Fire & Rescue.

Use of specific names and numbers is not intended to restrict the bidding of any seller and /or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the Hueytown Fire & Rescue intended use.

The Specification Sheet Which Is Related To The Proposed Item(s) Must Be Submitted With The Bid.

		Compliance With	Refer To Alternative
Item #	Option / Function	Specification. Check Box	Bid Sheet. Check Box
1.	Re-Certified Lifepak 15 Defibrillator with 12 month warranty		
2.	12-lead ECG Cables		
3.	AED (automated external defibrillator) function		
4.	Synchronized Cardioversion Defibrillation		
5.	Pacing		
6.	IBP (Invasive Blood Pressure)		
7.	Masimo Sp02 w/adult finger sensor (will measure SPCO and SpMet as well)		
8.	NIBP (Non-Invasive Blood Pressure) with hose and adult cuff		
9.	Multifunction/Patient Cable		
10.	Adult Defibrillation Electrodes		
11.	ECG (Electrocardiogram) TABS		
12.	Microstream EtC02		
13.	Bluetooth Compatibility		
14.	10MM Printer W/recorder paper		
15.	Filterline Set For ETC02		
16.	(4) Rechargeable Lifepak 15 Li-ION Lithium Batteries		
17.	Redi Charger Base with Tray		
18.	Lifepak CR Plus Carrying Case W/shoulder Strap		
	Invitation To Bid Total	\$	

# ALTERNATE BID ITEMS OR ADDITIONS TABLE

		Line Item Cost If
Item #	Alternate/Addition Description	Applicable
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# SIGNATURE PAGE

Date:			
Company Name:			
Address:	City	: 	
County:State:	Zip	-	
Phone Number:	_Toll Free Number:		
Fax Number:	Email Address:		
Vendor's Federal I.D. Number:			
I certify that <i>(Company Name)</i> for five years in the Medical Equipment above.		(Check one)	
Authorized Signature:		-	
Print Name:		-	
Title:			