

Request for Proposal

Proposals are being accepted for the Purchase of Cardiac Monitors for the Monroe County EMS as stated herein.

Proposers shall submit their responses to this Request for Proposal in sealed envelope to:

**Monroe County Department of Finance
103 College Street, Suite 9
Madisonville, TN 37354**

Public Opening of the proposals will be held at the above address at the deadline date and time designated in the Request for Proposal (RFP).

DATE ISSUED:	March 20, 2017
RFP NO:	CGD1032-03-17
RFP TITLE:	The Purchase of Cardiac Monitors for Monroe County EMS
RFP DEADLINE DATE & TIME:	April 13, 2017 @ 10:00 am.
RFP CONTACT:	Jessi Soileau, Purchasing Agent jessi.soileau@monroetn.com
CONTACT PHONE:	(423) 442-9383 ext. 2105

**Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383**

Proposal Requested By:

Request for Proposal Number:

Monroe County Finance Department

CGD1032-03-17

April 13, 2017

Sealed proposals, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **10:00 A.M. (EST.)** local time prevailing, **April 13, 2017**, and then publicly opened and read for the Purchase of Cardiac Monitors as authorized by the Monroe County Board of Commissioners.

No proposal can be withdrawn after the scheduled closing time for receipt of proposals for sixty (60) calendar days.

To be considered, your proposal must be submitted on the copy of this Request for Proposal. Bidders shall sign this form in the space provided and submit proposal document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Proposals shall be returned in the enclosed proposal envelope, properly completed and sealed. Proposals will not be accepted via fax machine or e-mail.

Time is of the essence and proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Respondents are responsible for ensuring that the Finance Department personnel stamp their proposal before the deadline indicated. Late proposals received will be so noted in the proposal file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Proposal, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

Terms and Conditions of Request for Bids/Proposals

1. Award

The County reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. The County further reserves the right to reject the Bid/Proposal of any Bidder/Proposer whom it finds, after reasonable inquiry and evaluation, to not be responsible. The County may also reject the Bid/Proposal of any Bidder/Proposer if the County believes that it would not be in the best interest of the Project to make an award to the Bidder/Proposer. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder/Proposer. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder/Proposer and the rejections of all Bids/Proposals in which that Bidder/Proposer has an interest. If the Contract is to be awarded, the County will award the Contract to the Bidder/Proposer whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by the County for the goods and services specified or insufficient funds exist for future orders, the County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bids/Proposals

- (A) Bidder/Proposers are expected to examine all Bid/Proposal documents. Failure to do so will be at the Bidder/Proposer's risk.
- (B) Each Bidder/Proposer shall furnish all information required by the Request. The Bidder/Proposer shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Bidder/Proposers must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Availability of Requested Items

Bidder/Proposers must accept responsibility for verifying availability of specified items prior to submission of Bid/Proposal. Bidder/Proposer shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective Bidder/Proposer to notify Monroe County Purchasing if there is a question as to the specifications or bid/proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the Bid/Proposal document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the Bidder/Proposer to ascertain that they have received all addenda issued and bid/propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

8. Submission of Bids/Proposals

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the Bidder/Proposer shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) The County does not accept Bids/Proposals by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at Bidder/Proposer's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids/Proposals

Bids/Proposals may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized Bidder/Proposer representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A Bidder/Proposer representative making a modification in person shall have proper identification and shall initial the change. The Bidder/Proposer representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the Bidder/Proposer's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

10. Late Bids/Proposals

It is the responsibility of the Bidder/Proposer to deliver their Bid/Proposal or modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late bids/proposals will not be considered or returned.

11. Qualifications of Bidder/Proposers

In evaluating Bid/Proposal, the County will consider whether or not the Bid/Proposal complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal form or prior to the Notice of Award. The County will consider the qualifications of Bidder/Proposer and may consider the qualifications and experience of Subcontractors, Supplies, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidder/Proposers, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the Bidder/Proposer to perform the work and the Bidder/Proposer shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by the investigation of such Bidder/Proposer fails to satisfy the County that such Bidder/Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The Bidder/Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the Bidder/Proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

14. Compliance with Applicable Laws

The Bidder/Proposer shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

15. Bid/Proposal Acceptance

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless Bidder/Proposer indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, Bidder/Proposer agrees to furnish all services described or specified

16. Acceptance of Bid/Proposal Content

The successful contractor's bid/proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful Bidder/Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

17. Notification to County

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's Bidder/Proposer list for future solicitations.

18. Standard Contract

The County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid/Proposal.

19. News Releases

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

Terms and Conditions of Purchase

1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

4. Delivery Requirement

To insure adequate service level to the people, the County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

9. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

10. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Terms and Conditions of Purchase

12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

No employee, officer or agent of The County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

It is the intent of these specifications, and all requirements listed herein, to obtain proposals for six (6) cardiac monitors to meet the local needs of Monroe County EMS, that may be easily and completely evaluated on an equal and competitive basis.

Because of the wide variances in types, configurations, options and models available in the industry, the purpose of these specifications is to set a standard by which all proposals received may be evaluated, studied and compared equally. Vendors are required to return two (2) copies of these specifications, correctly and completely furnishing all information requested and answering all questions attached. Any requested literature, drawings, etc. and detailed written lists of exceptions taken must also be enclosed.

Since proposals from a number of suppliers are anticipated and Monroe County EMS cannot be expected to be familiar with all various technical details of all vendors' products, the only adequate method of evaluation will be to compare in this format. Vendors are cautioned that failure to submit proposals in format specified herein will be grounds to reject vendor's proposal and remove proposal from consideration.

Any questions for clarifications should be directed in writing to Monroe County Finance Department, Attention: Jessi Soileau, 103 College Street South, Suite 9, Madisonville, TN 37354 or emailed to jessi.soileau@monroetn.com. The responses will be furnished in writing to all prospective vendors.

In accordance with "Buy America" programs, proposals will be accepted only from manufacturers that are only 100% wholly owned, financed, and operated by USA based firms.

Monroe County EMS chooses to exercise its Legal Right to Specify as determined by the U.S. Supreme Court's affirmation of the decision handed down in the case of Whitten Corp. Vs Paddock by the U.S. District Court of Massachusetts, the First Federal District Court:

- 1) That as trained professionals, the Purchaser makes informed judgments on products that they feel best serve their needs. Technically, very few brands of material or equipment are exactly alike, and if the specifier wants to limit the specification to one source he has the right to do so and enforce it.
- 2) Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an "or equal".
- 3) That from start to finish in the purchasing process only the specifier can ultimately decide if another desirable product is available in lieu of the specification.
- 4) Finally, that the courts concluded "the burden is on the supplier or manufacturer, who has NOT been specified, to convince the specifier that their product is equal for the purpose of a particular project".

Monroe County EMS has determined that this product specification shall represent the product to which all offerings shall be compared. Due to the fact that emergency response duties are ULTRA HAZARDOUS, UNAVOIDABLY DANGEROUS activities, only trained personnel with specific knowledge in the area of Emergency Service Equipment shall be allowed to make the final decision on the selection of the appropriate product to best serve Monroe County EMS.

It is further understood that the monitors described are to be used by Monroe County EMS in the provision of emergency services. Monroe County Government does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

PRINT NAME: _____

TITLE: _____

SIGNED: _____

DATE: _____

REQUEST FOR PROPOSAL SPECIFICATIONS EMERGENCY MEDICAL CARE CARDIAC MONITORS

1.0 Scope, Purpose and Classification

1.1 Scope: This specification covers the manufacture of a commercially produced, surface medical care cardiac monitor/defibrillator/pacer, hereinafter referred to as cardiac monitor or monitor.

1.2 Purpose: The purpose of this document is to provide minimum specifications and test parameters for the manufacture of an emergency medical care monitor that meets the needs and desires of this agency. It establishes essential criteria for the design, performance, equipment and appearance of the monitor. The object is to provide a monitor that is in accordance with nationally recognized guidelines. It is the intent to return the unit to a new or like new condition per the specification.

1.3 Classifications: This specification calls for the following type of monitor:

- Cardiac monitor
- External pacer
- Defibrillator
- Pulse oximetry
- Non-invasive blood pressure
- End tidal carbon dioxide monitoring for non-intubated and intubated patients
- Carbon monoxide oximetry (preference is for it to be built into the device)

1.4 General: This is an engineer, design, construct and deliver type specification and it is not the intention of this agency to write out vendors of similar or equal equipment of the types specified. It should be noted, however, that this specification is written around specific needs of this agency. Because of this fact, price will not be the major consideration in making an award. Proposal award shall be given to the vendor whose proposal comes closest to meeting these specifications at the most competitive price. With the intent to standardize certain components, therefore, in places we may have named specific brands of components. This has been done to establish a certain standard of quality. Other brands will only be accepted providing the vendor provides documentation in the proposal that the particular brand offered meets or exceeds the quality of the actual brand called for in the specification.

1.5 Examination of Specification: Each vendor is required, before submitting their proposal, to be thoroughly familiar with the specifications contained herein. No additional allowances will be made because of a lack of knowledge of these conditions. It will be the responsibility of the successful vendor to ascertain if any components of this specification are unsafe or do not meet the required standards of applicable local, state or federal law. Should there be any unsafe or poorly designed criteria contained herein, the vendor shall thoroughly explain them in this Request for Proposal. Where the vendor does not do specifically what the specification calls for, a "NO" shall be checked and a written explanation given whether the vendor feels it is equal to, or exceeds the proposal. All exceptions will be evaluated on their merit at Monroe County EMS's discretion.

1.6 Materials: The emergency medical care monitor, medical accessories and electronic equipment to be delivered under this contract shall be standard commercial products, which meet or exceed the requirements of these specifications. The monitor shall comply with all Federal Safety Standards, the Federal regulations applicable or specified for the year of manufacture. The optional equipment shall be as represented in the manufacturer's current technical data. Materials used in the construction shall be new and not less than the quality conforming to current

engineering and manufacturing practices. Materials shall be free of defects and suitable for service intended.

1.7 Manufacturing Ability: It is **not** the intent of these specifications to call for an unusual or experimental monitor. Such proposals are not acceptable.

1.8 References and History: Monroe County EMS wishes to do business with an experienced manufacturer/dealer. Manufacturer/dealer must show proof in this proposal of being in business for five (5) consecutive years as said business. Three (3) references are required. The references shall include the name, address, contact, and phone number. Monroe County EMS may sample said references and compile results. The successful vendor, at a minimum, shall have at least a 90% approval rating.

Monroe County EMS is extremely concerned with awarding to the most qualified vendor. There are NO EXCEPTIONS allowed to this exception. If you cannot, or choose not to comply, please do not go any further. You will not qualify for this proposal.

Does your company comply EXACTLY as written above? Yes _____ No _____

1.9 Proposal Evaluation: Proposals received shall be evaluated by Monroe County EMS. This evaluation will be based as a minimum on the following criteria:

- Completeness of the proposal - The degree to which it responds to all requirements and requests for information contained herein. Vendors are directed to pay particular attention in answering the "Yes or No" response below each paragraph contained within these specifications. If the vendor does not meet the specification exactly, a "no" response should be given. Exceptions will be judged by Monroe County EMS. If this procedure is not followed the proposal will be rejected as non-compliant.
- Manufacturing and Delivery schedule.
- Contractor's demonstrated capabilities and qualifications.
- Contractor's past performance on similar Request for Proposals.
- Contractor's design and engineering reliability factors.
- Contractor's maintainability considerations and recommendations.
- Vendor's logistical and service support.
- Proposals taking total exception to these specifications will not be accepted.

1.10 Exceptions to Specifications: Any exceptions to these specifications indicated must be clearly pointed out. Otherwise, it will be considered that items offered are in strict compliance with these specifications and the successful vendor will be held responsible for delivering a monitor meeting these specifications. Any exceptions must be referenced by Paragraph Number and Line and be explained in detail on a separate sheet of paper marked "Exceptions". Any vendor not complying shall not be considered as responsive.

Any proposal which indicates "No Exception" to any item on our proposal documents, and also includes a letter from the vendor taking major or total exception to our specifications or indicates they are quoting to provide their standard methods of construction without listing any differences in the manner described, will be immediately rejected as non-compliant and removed from further consideration.

Penalties for not providing monitors(s) to the exact specifications, with approved exceptions or deviations specifically authorized by Monroe County EMS, will be assessed. These will require that the vendor pay the difference in price as offered in their proposal and what Monroe County EMS must eventually pay (from another compliant vendor) for monitor(s) meeting these specifications (if a performance bond is not otherwise provided).

1.11 Quality Assurance: Monroe County EMS seeks the highest level of quality assurance and liability protection.

1.12 Contract Award: Monroe County EMS is requesting to purchase six (6) monitors, however they reserves the right to increase the number of monitors or equipment specified under this contract.

Monroe County EMS has the right to waive any informalities, irregularities and technicalities in procedure.

The vendor agrees to honor the presented proposal price for nine (9) months past the date of the bid opening for any additional units the Monroe County EMS may need.

Monroe County EMS reserves the right, before awarding this contract, to require a vendor to submit evidence of the manufacturer's qualifications as it may deem necessary, and may consider any evidence available of the financial, technical and other qualifications and abilities of said manufacturer, including past performance on contracts of this type with other agencies.

1.13 Warranty: The successful vendor shall provide manufacturer's warranty coverage for the cardiac monitor in this proposal, which coverage shall, at a minimum include:

The manufacturer shall warrant to the original retail purchaser that, for a minimum period of six (6) months, the monitor shall be free of substantial defects in materials and workmanship, which are attributable to Warrantor and which arise during the course of normal use and service. **There shall be a copy of the Warranty statement included with the proposal documents. NO EXCEPTIONS TO THIS REQUIREMENT WILL BE ALLOWED.**

In addition, a warranty of merchantability and warranty of particular purpose shall apply to the products that are the subject of this Request for Proposal.

Does your proposal comply EXACTLY as written? Yes _____ No _____

1.14 Prices and Payments: All proposal prices shall be complete and include warranty and delivery of the completed monitor to Monroe County EMS.

Payment shall be made in accordance with these specifications and the proposal submitted by the vendor. Payment will be made upon acceptance of the monitor(s) and equipment specified under these specifications.

All proposal prices and conditions must be specified on the Request for Proposal form. Proposal prices shall be valid for at least nine (9) months from the date of the Bid Opening, or as otherwise specified on the Request for Proposal form.

Does your proposal comply EXACTLY as written? Yes _____ No _____

1.15 Service and Warranty Repair: Successful vendor must have a comprehensive repair facility to administrate warranty repair as needed. Vendor must have authorized factory trained service specialists and carry necessary inventory levels to affect prompt repair. **THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT.**

Does your proposal comply EXACTLY as written? Yes _____ No _____

1.16 Monitor Bids and Alternate Bids: Considerable time and effort has been invested to design these specifications to the specific needs of Monroe County EMS. Therefore, alternate bids not exactly to these specifications will not be considered.

1.17 Warranty Surety: To ensure quality, service, and full compliance to the above warranties the monitor must be constructed by the cardiac monitor manufacturer. Additional elements constructed and installed "in house" are required to ensure service and parts availability. Subcontractors or lease/rental agreements to outside agencies will fail to meet this requirement. **NO EXCEPTIONS WILL BE ALLOWED.**

- Does the manufacturer as the prime contractor fabricate the body structure?

Does your bid comply EXACTLY as written? Yes _____ No _____

- Are the wiring harnesses, and circuit boards, assembled, installed and tested by the manufacturer as the prime contractor?

Does your bid comply EXACTLY as written? Yes _____ No _____

1.18 Delivery: Since delivery proposals by the vendor will weigh heavily in the determination of the proposal award, the delivery schedules that are submitted by the vendor shall automatically become binding upon the successful vendor. **Because of urgent need to receive the order as soon as possible, delivery must be within ninety (90) days from receipt of purchase order. ABSOLUTELY NO EXCEPTIONS WILL BE ALLOWED TO THIS SECTION.**

Does your bid comply EXACTLY as written? Yes _____ No _____

1.19 Anti-Collusion Statement: By signing this proposal, the vendor agrees that his proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a proposal for the same purpose and that his proposal is in all respects fair and without collusion or fraud.

COMPANY NAME: _____
BIDDER SIGNATURE: _____
DATE: _____

1.20 Loaner Monitor Program: The successful vendor must have an established loaner monitor program. Vendor shall agree to supply a no charge loaner monitor within 72 hours of notification of any device warranty problem that will require the monitor to be out of service for more twenty-four (24) hours.

Does your bid comply EXACTLY as written? Yes _____ No _____

1.21 Materials and Workmanship: All equipment furnished shall be guaranteed to be new and of current manufacture, meet all requirements of this specification, and be in an operable condition at the time of delivery. All parts shall be of high quality workmanship, shall be in production at the time of proposal, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices. All workmanship shall be of quality and performed in a professional manner so as to insure a safe and functional apparatus with an aesthetic appearance.

1.22 Technical Information/Exceptions: Vendor must furnish all information requested in the space provided in this specification. In addition, vendor shall supply at least two (2) complete sets of sketches, descriptive literature and complete specifications covering the monitor offered. A copy of these specifications shall be returned with all sections responded to specifically where there is deviation from these specifications. Any area where these specifications are not met exactly will be marked with a "no" response. **Bid Proposals not meeting this requirement will be rejected.**

1.23 **Indemnification and Insurance:** The contractor shall indemnify and save Monroe County EMS harmless from any and all claims, liability, losses, and causes of actions which may arise out of the fulfillment of this agreement. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of Monroe County EMS when applicable, and shall pay all costs and judgments which may ensue thereafter. Since these specifications describe an emergency monitor that may be used under adverse conditions, Monroe County EMS seeks to reduce its future liability exposure; therefore, all vendors responding to these specifications shall submit the proper Certificate of Insurance with their proposal. This shall certify that the manufacturer of the monitor proposal has in force product liability insurance in a minimum amount of eleven million dollars (\$11,000,000). This insurance shall be issued by Company rated "A" or better as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc. **Bidders failing to submit proof of the above insurance requirements cannot be accepted and their proposal will be rejected.**

Does your bid comply EXACTLY as written? Yes _____ No _____

2.0 Device Specifications

Specification	Does the device comply?	Refer to Exception Number.
2.1 Compliance: This device is designed to meet all HIPAA (Health Insurance Portability and Accountability Act of 1996) requirements. The device must be 2005 AHA Guideline compliant. THERE WILL BE NO EXCEPTIONS.	[Y] [N]	N/A
2.2 Environmental: The device operates from 0° to 50° C (32° to 122° F). It will function in relative humidity from 5 to 95%, noncondensing. The device operates from 400 mmHg to 760 mmHg. The device is splash proof with batteries and cables installed per IEC 529. The device easily survives repeated 30 inch free falls onto a steel plate. The device passes vibration standard MIL-STD 810E Method 514.4 Propeller Aircraft – category 4, Helicopter and Ground Mobile.	[Y] [N]	
2.3 Waveforms: There should be a minimum of three (3) waveforms displayed on the screen and all displayed waveforms will be printed without having to change any configuration during monitoring. The waveforms must be ECG, capnography, and pulse oximetry. THERE WILL BE NO EXCEPTIONS.	[Y] [N]	N/A
2.4 Size: The cardiac monitor will be able to fit in a compartment 13 inches high, 24 inches wide and 10 inches deep with accessory soft case on the device. The device will not exceed 25 pounds.	[Y] [N]	
2.5 Defibrillator: The device will use a biphasic truncated exponential waveform with voltage compensation for patient impedance, variable duration based on patient impedance and have escalating energy levels up to 360 joules. The device will deliver full energy at 360 joules. The manual energy levels for the device will be selectable by the operator. Those levels will be 2,3,4,5,6,7,8,9,10,15,20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360. The charge time at 360 joules will not exceed 20 seconds. THERE WILL BE NO EXCEPTIONS.	[Y] [N]	N/A

<p>2.6 Cables/Paddles: It will have a common cable for pacing, quick look monitoring, and “hands free” defibrillation. The vendor will include a set of pediatric and adult paddles. There will be a four (4) lead patient monitoring cable and a twelve lead monitoring cable provided with the device.</p>	<p>[Y] [N]</p>	
<p>2.7 Synchronous Cardioversion: During synchronous cardioversion, the device begins energy transfer within 60 ms of the QRS.</p>	<p>[Y] [N]</p>	
<p>2.8 Automatic External Defibrillator (AED): The device is capable of being configured to power on in the AED mode. The device offers a system to automatically monitor the patient ECG for a potentially shockable rhythm.</p>	<p>[Y] [N]</p>	
<p>2.9 Display: The device will have a display that will be multicolored in the normal operational mode. It will display a minimum of 4 seconds of patient ECG and alphanumeric characters for patient parameter values, and device instructions and prompts. The display will have battery icons for each battery in the device and these icons will indicate the state of the batteries. The ECG will have variable size functions.</p>	<p>[Y] [N]</p>	
<p>2.10 Power and Charging Devices: The device will come with four (4) Lithium Ion batteries. The batteries will have a feature that will display the status of the battery. There will be four (4) battery charging stations included in the bid price. When the battery or batteries reach a low condition, the device will emit an audible alarm prompt to the operator to replace the battery or batteries.</p>	<p>[Y] [N]</p>	
<p>2.11 Data Management; The device captures and stores patient data, events, user test results, continuous ECG waveforms records and diagnostic 12-lead reports in internal memory. The device allows the operator to enter the following patient information: name, age and gender. The device allows stored reports (archived) to be retrieved for transmitting or review.</p>	<p>[Y] [N]</p>	
<p>2.12 Communications: The device will be able to integrate with cellular phone technology via BLUETOOTH® technology to send 12 Lead ECGs to a fax machine. The device must be upgradeable to integrate with a server to process transmitted data.</p>	<p>[Y] [N]</p>	<p>N/A</p>
<p>2.13 Monitor: The monitor will provide the following monitoring options:</p> <ul style="list-style-type: none"> • Leads I, II, III with a 3 lead cable; • Leads I, II, III, aVR, aVL and aVF with the 4 lead cable; and • Leads I, II, III, aVR, aVL, aVF, V1 – V6 with the 12 lead cable. <p>The monitor will have a continuous patient surveillance system which will monitor the patient for potentially shockable ECG rhythms and advises the operator.</p>	<p>[Y] [N]</p>	
<p>2.14 Printer: The device will print a continuous strip of the displayed patient information. The delay from display to printing will be no greater than 10 seconds. The device must use 100mm printer paper. THERE WILL BE NO EXCEPTIONS.</p>	<p>[Y] [N]</p>	<p>N/A</p>

2.15 Alarms: The device incorporates a VF/VT alarm which activates continuous patient surveillance of potentially shockable ECG rhythms during manual mode operation. The device will have an apnea alarm that activates after 20 seconds have elapsed since last detected respiration.	[Y] [N]	
2.16 Carbon Monoxide Monitoring: The device will display the SpCO level in mm Hg and will interface with the pulse oximetry to deliver a calculated or corrected SpO2 by use of the Masmo® technology. THERE WILL BE NO EXCEPTIONS.	[Y] [N]	N/A
2.17 Pulse Oximetry: (see specification 2.16) The device incorporates pulse oximetry and will display it in the range of 1 to 100%. It will measure, display and stores functional SpO2 values. The device must be capable of displaying an IR (pleth) waveform.	[Y] [N]	
2.18 Twelve (12) Lead ECG: The device will incorporate a proven 12 lead ECG analysis program and will provide the option of printing the 12 lead ECG report on the 12 lead ECG strip. THERE WILL BE NO EXCEPTIONS.	[Y] [N]	N/A
2.19 Pacer: The device will operate in demand and non-demand modes. It will allow the operator to set default rate and current values. The device generates a monophasic truncated exponential current pulse. The output will have to be from 0 to 200 mA.	[Y] [N]	
2.20 Noninvasive Blood Pressure (NIBP): The device will be capable of displaying blood pressure in mmHg. It will display systolic blood pressure, diastolic blood pressure and mean arterial pressure.	[Y] [N]	
2.21 Capnography: The device does not have any external CO2 sensor and the filter is to be external to the device. It will not have any external water traps. It will not be sensitive to non-CO2 gases. The device automatically compensates for ambient pressure changes. The device displays the CO2 waveform.	[Y] [N]	
2.22 Soft Packs: The device will include soft pack accessories pouches (minimum of two) as so the cables, pads and spare rolls of paper may be carried with the unit.	[Y] [N]	
2.22 Service Contract: The vendor will include a one year service contract after the warranty period expires. The service will be done by a company service representative on site and a loaner unit configured to our set up will be provided during maintenance. Preventive maintenance and upgrades will be part of this contract. THERE WILL BE NO EXCEPTIONS.	[Y] [N]	N/A
2.23 Training: The vendor will provide a minimum of three (3) five hour training session to the staff of Monroe County EMS at their discretion as so all clinical staff is competent in the operation of the device. THERE WILL BE NO EXCEPTIONS.	[Y] [N]	N/A

MONROE COUNTY EMS REQUEST FOR PROPOSAL FOR CARDIAC MONITORS

NAME OF BIDDER:	_____
ADDRESS:	_____
CITY/STATE/ZIP:	_____
TELEPHONE:	_____
PERSON TO CONTACT:	_____

We herewith submit and bid as follows:

MODEL/TYPE:	_____
DELIVERY-CALENDAR DAYS:	_____

TERMS: _____

BID

Equipment	Quantity	Price/Unit	Total Price
Monitor	6		
Battery Chargers	6		
Accessory Pouches	6		
TOTAL BID	-	-	

5 Yr Service Contract	1
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Please provide three government references for which you have provided the above services for.

Name: _____ Phone Number: _____

Address: _____

Name: _____ Phone Number: _____

Address: _____

Name: _____ Phone Number: _____

Address: _____

Please check one.

BID IS:

_____ **AS PER SPECIFICATION, TAKING NO EXCEPTIONS**

_____ **TAKING ONLY THOSE SPECIFICATION EXCEPTIONS LISTED, ATTACHED AND REFERENCED TO PARAGRAPH NUMBER SPECIFIED**

It is agreed by the undersigned vendor that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions, and requirements of proposal specifications and, if awarded, the proposal will represent the agreement between the two parties.

SIGNED: _____ **DATE:** _____

NAME PRINTED: _____ **TITLE:** _____

NOTE: All variations and/or exceptions must be listed on the attached pages, by page and paragraph number from specifications and explained in detail. Failure to so list exceptions will disqualify the bid.

VENDOR INFORMATION

Please print or type clearly. Complete each section entirely and verify for accuracy.

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Remit To Address (if different from above):		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Number of years in business:		
Business License Number:	State:	