

**INVITATION TO BID NUMBER 0092006**

***RETURN THIS BID TO:***

**Attention ITB #0092006/EMS Defibrillators  
PO Box 360  
259 US Route One  
Scarborough, ME 04070-0360**



**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: 04/24/06**

**ITB TITLE: EMS DEFIBRILLATORS**

**SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT or HIS DESIGNEE PRIOR TO THE BID OPENING ON MAY 5<sup>th</sup>, 2006 AT 11:00AM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**OPENING LOCATION:** Town of Scarborough, Town Hall, located at 259 US Route One Scarborough, ME 04070-0360 in the Town Manager’s Conference Room, Main Level.

**IMPORTANT NOTICE:** If you received this solicitation from the Town’s web site, you must register with the Purchasing Agent to receive subsequent amendments.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Maine business license and has written the license number below or has submitted one of the following forms of evidence of a Maine business license with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State’s business license office for the license fee;
  - a copy of the bidder’s valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
  - the laws of the State of Maine;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the Town will reject the bid. If a bidder fails to comply with (2) of this paragraph, the Town may reject the bid, terminate the contract, or consider the contractor in default.

\_\_\_\_\_  
KEITH L. MATHERNE  
PURCHASING AGENT

\_\_\_\_\_  
COMPANY SUBMITTING BID

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AUTHORIZED SIGNATURE

TELEPHONE NUMBER  
207-730-4089

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
MAINE BUSINESS LICENSE NUMBER

\_\_\_\_\_  
TELEPHONE NUMBER

**BIDDERS WITH DISABILITIES:** The Town of Scarborough complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Purchasing Agent at one of the following numbers no later than May 4<sup>th</sup>, 2006 to make any necessary arrangements.

**Telephone: (207)730-4089**

**Fax: (207)730-4088**

**COMPLIANCE WITH ADA:** By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

**BID INTENT: This Invitation to Bid (ITB) is intended to result in the purchase of three (3) Manual/AED capable ALS Bi-Phasic 12-lead Defibrillator/Monitor/Pacer machines.**

**NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

**PAYMENT FOR TOWN PURCHASES:** Payment for agreements for the undisputed purchase of goods or services provided to the Town of Scarborough, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

**FEDERAL EXCISE TAX:** The Town of Scarborough is exempt from all Federal Excise Tax.

**SHIPPING DAMAGE:** The Town will not accept or pay for damaged goods. The successful bidder must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The Town will provide the successful bidder with written notice when damaged goods are received. The Town will deduct the cost of the damaged goods from the invoice prior to payment. The successful bidder must file all claims against the carrier(s) for reimbursement of the loss.

**INDEMNIFICATION:** The successful bidder shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the successful bidder under this agreement. The successful bidder shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the manufacturer and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "successful bidder" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the successful bidder's work.

**BRAND AND MODEL OFFERED:** Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the Town to consider the offer non-responsive and reject the bid.

**ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

**SUPPORTING INFORMATION:** The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Purchasing Agent that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town and may include the requirement that a bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

**FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

**NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the Town. The Town will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the Town complies with this requirement. A contractor's failure to comply with this requirement will cause the Town to seek remedies under breach of contract.

**ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the Town that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the Town will cause the Town to consider the bid non-responsive and reject the bid.

**DEFECTIVE PRODUCT:** If the product fails to meet the ITB specifications the Town will, at its option, reject the bid, cancel the contract, or allow the contractor to repair the defective product or allow the successful bidder to replace the defective product. In no instance will the Town pay any cost associated with the remedy for the defective product. The terms of the warranty will continue to apply.

**ALTERATIONS:** The contractor must obtain the written approval from the Purchasing agent prior to making any alterations to the specifications contained in this ITB.

**ITEM UPGRADES:** The Town reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

**F.O.B. POINT:** The F.O.B. point for all items purchased under this contract is the final destination within the Town of Scarborough. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the Town.

The cost of shipping and delivery to the item's final destinations is to be included in the bid price. There will be no additional charge for shipping and delivery.

**PARTS BOOKS AND MAINTENANCE MANUALS:** Parts books and maintenance manuals must be provided at the same time that the equipment is delivered, preferably in Electronic Format (CD, PDF, etc.). The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

**REQUIRED MANUALS AND HARDWARE:** The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment.

**INVOICES:** Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. The Town will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the Town.

**PACKAGING:** The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment.

**WARRANTY:** Please refer to the bid specifications for the warranty requirements. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the Town. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the Town's rights under this warranty clause will be considered null and void. The Town is not responsible for identifying conflicting warranty conditions before issuing an award. After award:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. if the Town's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

**WORKMANSHIP & MATERIALS:** All products must be manufactured in accordance with best current industry practices. The contractor will be held responsible for the quality of the item. The Town will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

**METHOD OF AWARD:** This bid will be awarded to the successful bidder provided they meet the specifications, terms, and conditions of this ITB and provided they are determined responsive and responsible bidders.

**The Town reserves the right to accept, or reject any and all bids; to investigate the qualifications of any bidder, and to waive or not to waive any and all informalities in the bids when making an award.**

## SPECIFICATIONS

The Town of Scarborough is seeking bids for the purchase of three (3) Manual ALS Bi-Phasic 12-lead Defibrillator/Monitor/Pacer machines that are capable of functioning as an AED, and that adhere to the following specifications:

The term Department for the purposes of the following specifications shall mean the Town of Scarborough Fire Department and its officials.

The term Manufacturer for the purposes of the following specifications shall mean the machine's (unit's) manufacturer, and its agents included sales representative(s), technical staff, engineers and service technicians, etc. submitting a bid.

The following are to be considered minimum requirements:

- 1.) The product must be delivered ready to use including all necessary hardware, power supplies, cords, cases, sensors, cables, leads, supplies, batteries, adult and Pedi cuffs and software to download the unit's call events and self tests.
- 2.) The bid shall specify a minimum of the following information in a line item format: the product's model or catalog number, a description of the item(s) in each line including any multiple items that have been rolled into that one item line, the manufacture's proposal for each of the requested items listed in this document. Each line item must also contain the quantity, unit price, discount price, the total line price and the grand total for the bid as a whole.
- 3.) The units must be set up to comply with the current appropriate Maine protocols as outlined in the July 1, 2005 version of the protocols, and included in the bid's price structure, the cost to upgrade the units when Maine EMS adopts the, or their interpretation of the corresponding 2005 American Heart Association's guidelines.
- 4.) The units shall have a one piece chassis inclusive of all functions.
- 5.) The unit shall be able to function as a semi-automatic AED programmable to turn on in the default mode either as an AED or as a manual monitor/defibrillator.
- 6.) The units must come complete with all the necessary AC power supply units, adapters and cords, the necessary number of rechargeable batteries, sufficient number of charging units to provide charging and conditioning for each defibrillator unit from either an ambulance supplied AC inverter, or from 2 separate ambulance base stations. If the batteries being bid need to be conditioned or cycled, the manufacture's charging/conditioning unit to accomplish this task must be included. A

minimum number of additional battery/batteries must be supplied so that a minimum of three complete “battery change outs” can be accomplished with batteries that have already been charged. Example, if the unit requires one battery to operate, then two additional batteries for a total of 3 must be supplied, or if the unit takes two batteries to operate, then 4 additional batteries must be supplied for a total of 6. The unit or individual battery must be capable of indicating its level of charge.

7.) The unit’s standard warrantee must be included listing the description of the coverage terms and its limitations. Additionally, the quote shall include any available optional extended warrantees and a description of these coverage terms and limitations. The minimum terms for both the standard and optional warrantee must include: the number of “PM’s” per year and a listing of what is done during this PM, any and all manufacture’s recommended or required testing procedures which would help guard the Department against undue liability, and include the number of recommended or required annual replacement batteries.

8.) If the unit performs any type of “self test”, a list of the functions tested, and the means (on screen only, printed only or both) of the test results “output report” must be stated. The manufacture shall state its method to “load test” the defibrillator and its cables. Any and all test accessories must be listed and supplied with the manufacturer’s proposal.

9.) The unit must have a display screen capable of displaying an on-going selectable EKG rhythm, and either EtCO<sub>2</sub> or SPO<sub>2</sub>, wave forms simultaneously. The department prefers a machine that displays all 3 wave forms simultaneously. At the same time, the screen shall display a numerical value for heart rate, EtCO<sub>2</sub>, SPO<sub>2</sub>, NIBP and time. The unit shall have user programmable alarms or warning devices for each function being monitored including an alarm “On-Off” indicator for each function on the screen. The unit shall have the ability to enter patient information including name, age, sex and medications administered, all of which can be retrieved and imprinted on the printout. The unit must include a “code” or “call” summary function. The proposal shall include a complete description of what each of the above functions does.

10.) The unit shall have a printer capable of recording all the above plus 12-lead EKG interpretations. The proposal must include sufficient printer paper to complete all necessary training.

11.) The unit must be capable of displaying and or printing all 6 limb leads without the use of the pre-cordial lead cable.

12.) The manufacturer shall list the trade values for the Department’s current 3 Medtronic Life Pak 11s.

13.) The manufacturer shall quote a cost, either inclusive or as a separate quote, to replace the Departments current 31 LifePak 500 AEDS with the manufacturer’s equivalent quality Bi-Phasic AEDs with pediatric defibrillation capabilities as well as list the trade values for these units. The units quoted do not need to have any ALS capabilities. The units quoted must have voice prompts and some type of visual read out showing the number of defibrillations, and joule level of each. These AEDs must be set up to comply with the current appropriate Maine protocols as outlined in the July 1, 2005 version of the protocols, and included in the quote’s price structure, the cost to upgrade the units when Maine EMS adopts the, or their interpretation of the corresponding 2005 American Heart Association’s guidelines.

14.) The manufacture shall include the cost to train the Department’s staff members which will necessitate a minimum of 1 training for each of 4 shifts which must be conducted M-F between 0900

to 1700 hrs, and 2 night time trainings which must be conducted starting no earlier than 1830 hrs. The length of each session must be a minimum amount of time for the students attending each session to express they are competent to use the units. The topics to be discussed will include the units operations as well as the basic concept of EtCO<sub>2</sub>.

15.) The manufacturer shall state any and all exceptions outlining the reasons why they can not comply, and any counter proposal for the excepted item.

16.) The manufacturer shall include any proposals for options or add-ons that they offer that could be of benefit to the Department, which has not been specified in this bid. A complete description and associated costs of these options or add-ons must be included in the same format as item #2 of this document.

## BID SCHEDULE

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	_____	_____	_____	\$ _____	\$ _____

\_\_\_\_\_

**TOTAL \$** \_\_\_\_\_

Brand & Model Offered: \_\_\_\_\_

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(PRINT) NAME AND TITLE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.