

**KING WILLIAM COUNTY
CARDIAC MONITORS/DEFIBRILLATORS
FOR
KING WILLIAM COUNTY EMERGENCY SERVICES**

**REPOSTING -- INVITATION FOR BIDS
#IFB-2018-012**

This is a **Reposting** of King William County is now accepting competitive sealed bids for Cardiac Monitors/Defibrillators. Sealed bids will be received at the King William County Department of Financial Services until **March 5, 2018 at 10:00 AM**, at which time they will be publicly opened and read. E-mailed bids will not be accepted.

I. SCOPE OF WORK

- A. Purchase of three (3) new Cardiac Monitors/Defibrillators
- B. LifePak 15 or comparable model
- C. Re-certified Lifepak 15, 12 Lead, Biphasic, pacing, SPO2/CO, NIBP, CO2, Bluetooth, Version I
- D. Vendor must have local, in state, representative with knowledge of fire, ems, public safety and emergency management along with certified product knowledge of all products and services provided.
- E. Vendors must be a Verified Accredited Wholesale Distributor (VAWD) certified
- F. Vendor must have training ability either in person or online website for CE hours for providers.
- G. Vendor must be insured and certified to work on durable medical equipment.
- H. Vendor must provide a Quote for Maintenance Support for year 2 and year 3 to begin after the 1 year warranty period expires. Quote price will be viewed as an informational item only and will not commit vendor.

II. INSTRUCTIONS TO BIDDERS

- A. Sealed Bids must be delivered and addressed to the King William County Department of Financial Services, Attention: Chief Stephen Aigner, 180 Horse Landing Road #4, King William,

VA 23086 on or before the closing date and time of Monday, March 5, 2018 at 10:00 AM. Bids are to be submitted in sealed envelopes marked “**Sealed Bid – CARDIAC MONITORS/DEFIBRILLATORS, IFB 2018-012**”. Bids not received by this date and time will be deemed undelivered and not accepted. Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received at the stated location by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. The receiving time in the Department of Financial Services will be the governing time for acceptability of bids. Bids must bear original signatures and figures. Bids must be submitted on preprinted Bid Forms supplied by the County and duly executed in accordance with the instructions on the Bid Form. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

B. Bids are opened publicly immediately after the stated deadline. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request.

C. Bidders’ authorized representatives may withdraw bids only by written request received before the Bid Submittal Deadline. Unless otherwise stated in the published Invitation for Bids, Bidders may not withdraw their bids for a period of sixty calendar (60) days after the Bid Submittal Deadline.

D. By submitting a bid the bidder agrees and warrants that it has examined all the contract documents and if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the bidder from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be cause to alter the original contract or proposal or for the bidder to request additional compensation.

E. Bidders shall notify Chief Stephen Aigner promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing either by mail to King William County Department of Financial Services c/o Chief Stephen Aigner, 180 Horse Landing Road, King William, VA 23086 or faxed to (804) 769-4964 or by email to chiefoffire@kingwilliamcounty.us. All such notifications or questions shall arrive at least seven (7) working days before the Submittal Deadline. Any questions received after the deadline will not be addressed. Bidder’s company name, address, phone and fax number, and contact person must be included with the questions or comments. Oral questions may be presented at any pre-bid conference held for this solicitation. All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum **only**. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding on the County unless made by Addendum. All Addenda issued shall become

part of the contract documents. Addenda will be provided to bidders by posting on the County's website. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum. For this solicitation comments or questions will be accepted in writing through the end of the business day February 26, 2018. Written responses in the form of an addendum will be posted on the County's website, on or before February 27, 2018.

F. Potential bidders needing special assistance under the Americans with Disabilities Act shall contact Chief Stephen Aigner at chiefoffire@kingwilliamcounty.us. Every reasonable effort will be made to allow every qualified bidder to participate in the competitive process.

G. King William County reserves the right to accept or reject any or all bids or portions of any bid and to reissue said bid. The County reserves the right to waive irregularities provided they do not affect the price, quality, quantity or delivery schedule of what is offered.

H. King William County may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder to perform. The bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

I. By submitting a bid, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

J. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired. Any article, which the County, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, may be accepted.

K. Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why the bidder or offeror is not required to be so authorized. A form for this purpose is included in this solicitation as Attachment A.

L. All bidders submitting a bid to the county are subject to the decision of the County as to the quality of what is offered, responsiveness of the bid or proposal and the responsibility of the bidder.

The purchasing agent, administrator, or public body as the case may be, in their sole discretion, will evaluate bids and in all cases the decision made shall be final. Every bidder submitting a bid or proposal agrees to abide by the decisions of such officials and all the terms of the County purchasing policy as a condition precedent to the submission of the bid.

M. The following factors shall be considered in addition to price when determining the lowest responsible bidder and the responsiveness of the bid:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgement, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
6. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the goods or services to the particular use required;
8. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
9. The number and scope of conditions attached to the bid; and
10. Any other condition or criteria included in the request for bids or the instructions to bidders.

N. The firm, corporation or individual name of the bidder must be signed in ink to any proposals or bids submitted. In the case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".

O. If the lowest acceptable bid exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

P. The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at the request of the County and agreed to in writing by one or more bidders who wish to remain in consideration. Upon award of the contract to a bidder, such bidder shall enter into the contract by executing the contract within ten (10) calendar days after the date of the award or within such further time as the County may allow. Failure by the successful bidder to enter into a written contract and furnish required bonds and certificates within the allotted time shall cause the successful bidder to forfeit the full amount of any required bid guarantee to the County. A notice to proceed will be issued by the County within five (5) days of execution of the contract and furnishing of required documentation by the successful bidder.

III. SPECIFIC TERMS & CONDITIONS

- A. The proposed contract is enclosed and contains the terms and conditions that will be binding on the successful bidder. The final format must be approved as to form by the County Attorney.
- B. Payment will be made within 30 days after receipt of the equipment to King William County, 180 Horse Landing Road #4, King William, VA 23086.

IV. GENERAL TERMS & CONDITIONS

- A. In accord with Section 2.2 – 4343.1 of the Code of Virginia, King William County does not discriminate against faith-based organizations in procuring goods or services and both the County and any contracted faith-based organization will comply with the provisions of that section.
- B. During the performance of any contract issued pursuant to this bid, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law related to employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- C. With the following exceptions, procurement documents are subject to the Virginia Freedom of Information Act:
 - 1. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.

2. Bid and proposal records shall be open to public inspection only after award of the contract. Any bidder or offeror may be allowed to inspect the bid or proposal records after bid opening or after the evaluation and negotiation of proposals are completed, and prior to award unless the County decides not to accept any bids or not to accept any of the proposals and to reopen the contract.
3. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information prior to or upon submission of the data or other materials. Any such request must identify what is to be protected and state the reasons therefor.
4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions imposed by the Purchasing Agent to insure security and integrity of the records.

D. By submitting a bid, bidders certify that they do not and will not, during the performance of an awarded contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

E. During the performance of and awarded contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor pursuant to this bid, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Any business entity including those described in Subparagraph K of the Instructions to Bidders that enters into a contract shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

G. King William County (Federal I.D. #54-6001376) is exempt from Federal, State and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

H. The contractor agrees to indemnify, defend, and hold harmless King William County, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Contractor's negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County's sole negligence. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity as stated in this paragraph.

V. **SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT** *(Use these provisions only when appropriate to the subject of the procurement.)*

A. Authorized Distributor: Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

B. Compliance with OSHA: Successful Bidder warrants that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the King William County harmless for any failure to so conform.

C. Manufacturer & Model Number: Bidder must state the manufacturer name and model number of each item proposed.

D. New and Unused: Unless specifically provided to the contrary in the solicitation, all materials and equipment shall be new and unused and of the current production year.

E. Samples: For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on his bid the exact charge for samples. The County reserves the right to consume samples for testing purposes. The County may retain samples until delivery and acceptance of contracted items. Bidder shall remove samples at his expense within (30) days of request by the County. After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the contractor. When tests indicate the materials do not meet specifications, the County reserves the right to cancel the award and purchase the goods in the open market at the expense of the vendor.

F. Warranty, Manufacturer: Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract against defects in material and workmanship for a period of not less than **one year** from the date of final acceptance by the County. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under

this contract, the Manufacturer's Warranty requirement will supersede the Successful Bidder Warranty requirement of this solicitation.

G. Warranty, Successful Bidder: Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against defects in material and workmanship for a period of not less than *one (1) year* from date of the final acceptance by King William County. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations.

ATTACHMENT A

VIRGINIA STATE CORPORATION COMMISSION
IDENTIFICATION NUMBER REQUIRED

An offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid the identification number issued to it by the Virginia State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the offeror is not required to be so authorized.

Any offeror described in the immediately preceding paragraph that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent.

Identification # Issued by the State Corporation Commission: _____

If you are not required to be so authorized, please state reason:

Sample Contract

COUNTY OF KING WILLIAM

IFB/RFP No. 2018-012

This Contract entered into this ____ day of _____, 20____, by _____, hereinafter called the "Contractor" and the County of King William, hereinafter called the "County".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF WORK: The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, equipment and other services to complete the work in strict conformance with the Contract Documents hereinafter enumerated.

COMPENSATION AND METHOD OF PAYMENT: The contract amount is _____ based upon the bid (*or proposal*) of Contractor accepted by County. The Contractor shall be paid by the County as stated in the Specific Terms and Conditions.

TIME: All work shall be completed within _____ days of issuance of the notice to proceed by County. (*May need to be altered for service or goods contracts as appropriate.*)

LIQUIDATED DAMAGES: It is understood and agreed that time is of the essence and that Contractor will commence and fully complete the project within the time specified in this Contract. The Contractor further agrees to pay, as liquidated damages and not as a penalty, the sum of _____ estimated, computed, determined, and agreed upon because of the uncertainty and difficulty of measuring actual damages, for each and every calendar day that the work called for by this Contract shall remain uncompleted and unfinished after the allowed Contract time; and Contractor further agrees that Owner may deduct and retain such liquidated damages out of any money due Contractor under the terms of this Contract. (*May need to be altered or deleted for service or goods contracts as appropriate.*)

WARRANTY: In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

The Contractor shall remedy, at the Contractor's expense, any failure to conform to the contract requirements, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to County owned or controlled real or personal property when the damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

Contractor shall not be liable for the repair of any defect of material or design furnished by the County nor for the repair of any damage that results from any defect in County furnished material or design, nor from pre-existing defects.

Notwithstanding any provisions herein to the contrary, the warranty period relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

INDEMNIFICATION: The Contractor agrees to indemnify, defend, and hold harmless King William County, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Contractor's negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County's sole negligence. Compliance by the Consultant with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

MODIFICATION OF CONTRACT: The County may, upon mutual agreement with the Contractor, issue written modifications/change orders to the terms of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$25,000 or 25%, whichever is greater, without the advance approval of the Board of Supervisors. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the County.

- a. The written modification shall stipulate the mutually-agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount;
- b. If applicable, the written modification shall stipulate the number of unit quantities added to/deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount;
- c. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as the County may direct, a correct account of the cost of the change together with all vouchers therefore.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract and the following component parts, all of which are hereby made a part hereof as if set out in full: *(Include these if appropriate and others as necessary)*

1. Advertisement for Bids
2. Invitation for Bids No. _____ including all attachments thereto.
3. Bid Proposal
4. Bid Bond
5. Payment Bond
6. Performance Bond
7. Certificate of Insurance
8. Notice to Proceed
9. Change Orders/Modifications (if any)

ADDENDA:

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

CLAIMS: All contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or the beginning of the work upon which the claim is based. All claims shall be made in accordance with Virginia Code Section 15.2-1243 et seq. and the Board shall render a final decision in writing with regard to any such claim, not later than sixty (60) days subsequent to receipt of any such claim in writing by the County Administrator.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF KING WILLIAM:

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____