



**Invitation to Bid #21-BID-013
Wise County, Texas**

Bid Title: Purchase of Ventilators

Sealed Bids will be received until: 10:00 a.m. central time, Thursday, October 8, 2020

Return Bids to:

Wise County Asset Control Office
400 W Walnut, Decatur, or
P.O. Box 952, Decatur, TX 76234

All bids must be submitted in a sealed envelope on the enclosed bid form and received on or before the time specified above. The bid envelope must have a return address in the upper left hand corner and the bid name and number in the lower left hand corner.

COVID19 IMPORTANT INFORMATION

Due to COVID19, Wise County Asset Control has implemented the following in regards to bids. Bid openings will be via live stream. A link to this stream will be provided on the Wise County website www.wisecountytexas.gov. Bidders will not be allowed to remain in the Wise County Asset Control Office during the bid opening. Bids may still be dropped off in person, but Asset Control asks that anyone entering the building please make sure they are following State and CDC guidelines and not enter if they are not feeling well or have a fever. Please use 6' social distancing and if there is another person in the lobby, please remain outside until that person exits. Keep in mind that there may be time delays to drop off bids so plan accordingly as late bids cannot be accepted. Bids may still be sent via other methods or left in the black box on the Asset Control building. The box will be checked daily with last check at 9am on the day of the bid opening. Any bids left in the box after that time may not be included. The instructions in this paragraph supersede any other instructions in the bid document if there is a conflict.

Scope

Wise County is now accepting formal sealed bids for a contract for one or more ventilators.

This contract may be canceled with 30 days written notification by either party to the other.

Specifications

It is the intent of these specifications to describe ventilators suitable for use by the County.

Any catalog, brand name, or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish. If bidder takes no exception to specifications or reference data, he will be required to furnish items as specified in the bid.

The ventilators must be new.

Modes: Must offer Pressure Control, A/C, SimV, CPAP, and BiLevel

*ZOLL Ventilators are capable of delivering following ventilation mode. AC(V), AC(P), SIMV (V), SIMV (P), CPAP, BL, Pressure support

Must be battery driven not O2 pressure driven, must have hot swappable batteries or availability for the unit to be plugged in for extended use.

*ZOLL Ventilators have internal batteries that lasts 10 hours when it's fully charged. It can also be quick-charged up to 90% in 2 hours.

Must allow for FiO2 range of .21 to 1.0 (21% to 100%)_

*Yes, FiO2 can be titrated between 21% to 100% in an increment of 1%.

Must be capable of ventilating patients 5kg and up

*Yes

Must have integrated PEEP capability

*Yes, PEEP can be set from 0 to 30 cm H2O

Must have PI and PPLAT monitoring capabilities

*PPLAT can be acquired with one touch on the "PPLAT/Manual breath" Button

*One touch capability

*Free onsite and online training available at no extra charge

*Has a pressure over time waveform that measures PEAK Index or PIP

Vendor is responsible for checking www.wisecountytx.gov for any addendum.

Estimated Quantities

Wise County may purchase one or more of these ventilators.

Wise County will in no way be bound to purchase any predetermined amounts under this contract. All purchases will be based on the county's actual needs.

General Contract Terms and Conditions

The contract price for this service must include all ancillary costs associated with the service.

The bidder reserves the right to charge any price desired as long as it does not exceed the bid price.

All invoices will be paid on a net 30 basis. ~~No late fees or interest charges are to be assessed against the county.~~

Invoices must show the address and department where the service was required and the bid number. Each department/precinct must be invoiced separately.

Invoices must be sent to:

Wise County Auditor's Office
P.O. Box 899
Decatur, TX 76234
940-627-5744

Funds for payment on this contract have been provided through the Wise County budget approved by Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Wise County fiscal year shall be subject to budget approval. The fiscal year for the County extends from October 1st of each calendar year to September 30th of the next calendar year.

The bidder must provide pricing (unit or lump sum) as requested on the bid form. Prices quoted shall remain firm for the period of the contract and shall include the cost of installation if required in the specifications, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified. **No ring binders.**

Faxed or emailed bids will not be accepted.

By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms. Any additional terms and conditions submitted by bidders will be considered invalid. Only terms and conditions listed in the Wise County bid documents apply.

Award notice will include information on form 1295 disclosure that must be completed and returned prior to any bid award being considered final, contract being signed by Wise County, any Purchase Order being issued by Wise County, or any notice to proceed with work being issued by Wise County. Wise County cannot advise on the form 1295. If you have questions, the Texas Ethics Commission implemented the law and generated the form so we would suggest calling them at 512-463-5800 or <https://www.ethics.state.tx.us>.

By signing this document, your company will be providing the written verification if required by Texas Government Code Section 2270.002 that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the

Ventilators

Bid # 21-BID-013

Page 3

contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **Do not include this form with the bid packet. It will not be filed by Asset Control.**

Wise County Clerk
P.O. Box 359
200 N Trinity
Decatur, TX 76234
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Wise County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Award, if any, will be made to the responsible bidder(s) submitting the lowest and/or best bid price(s) for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all bidders that Wise County reserves the right to award a contract to a qualified local bidder within three percent of the lowest bid. It should be understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Affidavit

Wise County reserves the right to accept and/or reject any and all bids or proposals for any reason whatsoever.

All bids that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets and confidential information contained in the bid and identified as such.

Any and all terms and conditions offered by Wise County in this document or as part of individual purchase orders issued in connection to this agreement shall supersede any and all terms and conditions of the vendor and shall in fact govern the contract and agreement. This contract is governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Wise County, Texas.

Wise County reserves the right to waive any minor technicalities.

Ventilators

Bid # 21-BID-013

Page 4

All submittals become the property of Wise County.

Additional Notice to Bidders

By resolution passed on February 23, 2004, The Wise County Commissioners' Court reserves the right to refuse to consider any bid submitted by any person or entity that is currently indebted to Wise County.

Applicable Dates and Times

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, October 8, 2020.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt.

The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the time set for bid opening will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Thursday, October 8, 2020.

Bids will be considered for award in Wise County Commissioners' Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an addendum of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Receipt of all addenda must be acknowledged by the bidder by signing and returning the addenda with the bid. All addenda will be bound with and made a part of the contract documents. Oral explanations or instructions given before the award of the contract will not be binding. Written requests shall be emailed to: Diana Allen at Diana.allen@co.wise.tx.us.

Title

The bid must be submitted in a sealed envelope with the following written on the outside lower left-hand corner of the envelope

“Ventilators, Bid #21-BID-013”

The bid envelope must also have the bidder's complete return address in the upper left-hand corner of the outside of the envelope.

Wise County, Texas
Ventilators
Bid #21-BID-013

Bidder's Name: ZOLL Medical Corporation

Address: 269 Mill Road

Mailing Address: see above

City/State/Zip: Chelmsford Massachusetts 01824

Phone Number: (978) 421-9655 Fax Number: (978) 421-0025

Person to Contact: Richard Chin

Email Address: rchin@zoll.com

Base Purchase Price: \$ 13,471.15 each (ventilator machine only)

Please include additional price list for accessories and any maintenance contract along with a sample of the maintenance contract. Wise County will only do 1-year agreements after original warranty expires.

Make/Model Z Vent Portable Ventilator 8660-001401-01

Estimated delivery date: 30-60 days ARO

Units and invoice must be received no later than November 30, 2020 due to special funding. NO EXCEPTIONS.

Length of Original Warranty on ventilator: 1 year (additional extended warranty available for purchase)

Purchase Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.

Signature: Steven K. Flora

Typed Name and Title: Steven K. Flora, Senior Vice President, Vice President North American Sales

Date: 09/23/2020

Bid: Ventilators, 21-BID-013

Massachusetts
~~State of Texas~~ ()
Middlesex
~~County of Wise~~ ()

Affidavit

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Steven K. Flora known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by ZOLL Medical Corporation hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

Further Affiant Sayeth Naught.

Name and Address of Bidder:

Bidder: ZOLL Medical

Signed by: Steven K. Flora

Address: 269 Mill Road Chelmsford MA 01824

Telephone: 978-421-9655 **Date:** 09/23/2020

Affiant *Christina DeFried*

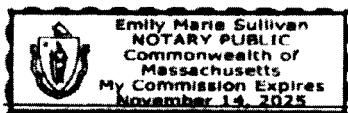
Name: Christina DeFried

Title: Bids and Proposals Contract Specialist

Sworn to and Subscribed before me this 23 day of September, 2020.

Emily Sullivan

Notary Public in and for the State of ~~Texas~~ Massachusetts





ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: Wise County EMS
 1101 West Rose Avenue
 Decatur, TX 76234

Attn: **Randall Preuninger**

email: rpreuninger@ems.co.wise.tx.us

Tel: 940-841-4277

QUOTATION 349337 V:1

DATE: July 14, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	8660-001401-01	ZVent Portable Ventilator. Kit Consisting of: 1ea- Circuit, Vent, Single Limb, WYE, Adult/Pedi 1ea- Circuit, Vent, Single Limb, WYE, Infant 1ea- Assembly Oxygen Hose 6" Long 2ea - Filter, Foam, Inlet, 1.08" dia. X 1/2" Long, Individually Bagged 2ea- Filter, Disk, Fresh Gas/Emergency. Air Intake, Individually Bagged 1ea - Power Cord, 6". 18AWG 3 SPT-2, NEMA 5- 15P, IEC60320-C5 (Check MFR) 1ea- 1 ea -Power Supply, 100-240 VAC, 100W, 24V, 4.2A, IEC 320 & DT7L Plugs	5	\$17,495.00	\$13,471.15	\$67,355.75 *
2	703-0731-27	Carry Case (white), Eagle II	5	\$395.00	\$335.75	\$1,678.75 *
3	820-0106-15	Adult Disposable Circuit, Disposable Circuit, EMV+, AEV, Eagle II, 6 foot length, Single patient use, (case of 15)	10	\$224.25	\$190.61	\$1,906.10 *
4	820-0107-20	Infant Disposable Circuit, Disposable Circuit, EMV+, AEV, Eagle II, 6 foot length, Single patient use, (case of 20)	2	\$339.00	\$288.15	\$576.30 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/G.L.C>, and for software products can be found at <http://www.zoll.com/SSPTIC>

and for hosted software products can be found at <http://www.zoll.com/SSHLC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Richard Chin
 Territory Manager

1. DELIVERY WILL BE ESTIMATED 180 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



TO: Wise County EMS
 1101 West Rose Avenue
 Decatur, TX 76234

Attn: **Randall Preuninger**

email: rpreuninger@ems.co.wise.tx.us

Tel: 940-841-4277

ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

QUOTATION 349337 V:1

DATE: July 14, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	712-0002-20	Regular Adult, Size #5, CPAP Mask with a universal harness, disposable, single patient use, case of 20	4	\$559.00	\$475.15	\$1,900.60 *
6	712-0003-20	Large Adult, Size #6, CPAP Mask with a universal harness, disposable, single patient use, case of 20	4	\$559.00	\$475.15	\$1,900.60 *
7	820-0132-00	Test Lung, plastic/ Silicone	5	\$165.85	\$140.97	\$704.85 *
8	465-0024-00	Filter, Bacterial/Viral (BV) (Case of 50)	6	\$409.70	\$348.24	\$2,089.44 *
9	SC-731-PM-5Y	Includes: Annual preventive maintenance, 24/7 Telephone support, general software updates, CPT, filter replacement, and minimum service fee waived. Shipping and use of a Service Loaner during preventive maintenance, no charge shipping. Includes battery replacement during 4-year PM..	5	\$2,975.00	\$2,975.00	\$14,875.00 *
*Reflects Discount Pricing.						

TOTAL \$92,987.39

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GFC> and for software products can be found at <http://www.zoll.com/SSPIC> and for hosted software products can be found at <http://www.zoll.com/SSPIC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Richard Chin
 Territory Manager

1. DELIVERY WILL BE ESTIMATED 180 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

October 12, 2020

Wise County Asset Control Office
400 W Walnut
Decatur, TX 76234

RE: Notice of Invitation to Bid #20-BID-013

Dear Sir/Ma'am,

Zoll Medical Corporation agrees that they will accept the Wise County bid 21-BID-013 terms and conditions as stated in the original bid package including the item struck out in the bid submittal. Furthermore, Zoll Medical Corporation further acknowledges that per the original bid terms and conditions that "Any additional terms and conditions submitted by bidders will be considered invalid. Only terms and conditions listed in the Wise County bid documents apply". Finally, Zoll Medical Corporation agrees they can deliver and invoice the ventilators no later than November 30, 2020 as stated in the bid documents provided a Purchase Order is provided before October 31, 2020.

If you need further information or have any questions concerning this bid submittal, please do not hesitate to call me at 214-491-0749 (cell), or email me at rchin@zoll.com.

Regards,

Richard Chin CD enclosures

Richard Chin
Ventilation Territory Manager
rc/cd
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-677588

Date Filed:
10/12/2020

Date Acknowledged:

10-13-2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ZOLL Medical
Chelmsford, MA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21-BID-013
Ventilators

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested party.



6 UNSWORN DECLARATION

My name is John P. Bergeron and my date of birth is 09241951.

My address is 269 Mill Road, Chelmsford MA, 01824, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Middlesex County, State of MA, on the 12 day of October, 2020.
(month) (year)

John P Bergeron

Signature of authorized agent of contracting business entity
(Declarant)