

JOHNSTON COUNTY

**DEPARTMENT OF EMERGENCY SERVICES
Division of Emergency Medical Services**

Invitation for Bids #: 17-IFB-0003

Cardiac Monitor/Defibrillator

Date of Issue: April 21, 2017

Bid Opening Date: May 15, 2017 at 3:00 P.M. ET

Direct all inquiries concerning the IFB to:

Pam Radford, Purchasing Agent

pam.radford@johnstonnc.com

Phone: 919-989-5110

**FAXES OR EMAILS ARE NOT ACCEPTED
FOR THIS FOR THIS INVITATION FOR BIDS**

1.0 PURPOSE AND BACKGROUND

It is the intent of this Invitation For Bids (IFB) to obtain pricing and subsequently contract for Twenty cardiac monitors/defibrillators for use by the Johnston County Emergency Medical Services System.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference. Vendors will be held accountable for having full knowledge of the contents of this IFB and for performing any due diligence that may be necessary to submit a binding bid.

2.2 INTENDED SCHEDULE

The following table below shows the intended schedule for this IFB. The key events are as follows:

DATE	EVENT
April 21, 2017	Issue IFB
May 5, 2017 by 2:00 p.m. E.T.	Deadline to Submit Written Bid Questions
May 15, 2017 at 3:00 p.m. E.T.	Bid Submission & Opening – Bids are due by 3:00 p.m. on May 15, 2017 at the Johnston County Finance Office. All Bids will be date and time-stamped upon receipt and held in a secure place until this date. All Bids will be opened and publicly read aloud. LATE SUBMISSIONS WILL NOT BE ACCEPTED.
May 16 – May 31, 2017	Bid Evaluation
June 5, 2017	Contract Award by Johnston County Board of Commissioners

2.3 BID QUESTIONS

Purpose: Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date. **NO PHONE CALLS OR FAX.**

Instructions: Written questions shall be emailed to pam.radford@johnstonnc.com by the date and time specified above. Vendors will enter “**17-IFB-0003 – Questions**” as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
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IFB Section, Page Number	Vendor question...?
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Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an Addendum to this IFB. No information, instruction or advice provided orally or informally by any County personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall be entitled to rely only on written material contained in an Addendum to this IFB.

2.4 BID CONTENTS

For each Vendor’s bid, Vendors shall populate all attachments of this IFB that require the vendor to provide information and include an authorized signature where requested, as outlined below.

- a. Complete the Bid Response Forms provided in sections 4 and 5, along with Attachments A, D, E, and F of this IFB. Bid responses must be submitted only on these forms.
- b. Bid responses must be typewritten or completed in ink, signed by the Vendor or the Vendor’s firm’s authorized representative. All erasures or corrections must be initialed and dated by the person who signs the Bid Response Form on behalf of the Vendor.
- c. Bids must be accompanied by accurate descriptions of the exact materials, supplies, and/or equipment offered for purchase. The Specifications may require that copies of detailed factory specifications, ratings, and/or technical data be submitted along with the Vendor’s response package.

2.5 BID SUBMITTAL

Instructions: Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.4 BID CONTENTS for details on required content of submitted bids.

Mailing Address for Delivery of Bid Via U.S. Postal Service	Office Address for Delivery by Any Other Means, Special Delivery, Overnight Delivery, or By Any Other Carrier
BID NUMBER: 17-IFB-0003 Johnston County Finance Office Attn: Pam Radford P. O. Box 1049 Smithfield, NC 27577	BID NUMBER: 17-IFB-0003 Johnston County Finance Office Attn: Pam Radford 207 East Johnston Street, B-207 Smithfield, NC 27577

Important Note: It is the responsibility of the Vendor to have the signed bid physically in this office by the specified time and date of opening, regardless of the

method of delivery. This is an absolute requirement. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the Vendor. Note that the U.S. Postal Service generally does not deliver mail to the street address above, but to the County’s Post Office Box. Vendors are cautioned that bids sent via U.S. Mail, including express mail, may not be delivered to the Johnston County Finance Office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

Vendors shall deliver one (1) signed, original executed bid response of its bid to the address identified in the table in this Section. Include only bids in response to this IFB in a sealed package. Address package and insert bid number as shown in the table in this Section.

Bids shall be marked on the outside of the sealed envelope with the Vendor’s name, Bid number, and date and time of opening.

Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited email, in response to this IFB will **not** be accepted. Bids are subject to rejection unless submitted with the information included on the outside of the sealed bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the County’s website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

2.6 NOTICE TO VENDORS

Each bid constitutes an offer to become legally bound to a contract with the County incorporating the IFB and the Vendor’s bid that is binding for one hundred twenty (120) calendar days from the date of the bid opening. Upon contract award by the Johnston County Commissioners, the County will send the Successful Bidder the contract which will include terms and conditions of this IFB. By execution and delivery of a bid in response to the IFB, Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

2.7 COUNTY'S RIGHTS AND OPTIONS

The County reserves the following rights, which may be exercised at the sole discretion of Johnston County:

- a. to supplement, amend, substitute or otherwise modify this IFB at any time;
- b. to cancel this IFB with or without substitution of another IFB;
- c. to take any action affecting this IFB, this IFB process, or the products or services subject to this IFB that would be in the best interests of the County;
- d. to issue additional requests for information;
- e. to require one or more Vendors to supplement, clarify or provide additional information in order for the County to evaluate the bids submitted;
- f. to conduct investigations with respect to the qualifications and experience of each bidder;
- g. to change the bid opening date or any other dates relevant to this IFB;
- h. to waive any defect or irregularity in any bid received;
- i. to reject any or all bids;
- j. to award all, none or part of the items that is in the best interest of the County, with one or more of the Vendors responding, which may be done with or without re-solicitation; and
- k. to enter into any agreement deemed by the County be in the best interest of the County, with one or more of the Vendors responding.

2.8 BIDS ON ALL OR PART

Unless otherwise specified by the County or the Vendor, the County reserves the right to make award on all or part of the items purchased. Vendors may restrict their bids to consideration in the aggregate by so stating in the bid. However, bids restricted to consideration in the aggregate but must also include a unit price on each item bid.

2.9 INVITATION FOR BID NOT AN OFFER

This Invitation for Bid does not constitute an offer by the County. No recommendations or conclusions from this IFB process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

2.10 AWARD CRITERIA

The County reserves the right to award a contract to the lowest responsive responsible bidder taking into consideration Vendor qualifications and experience, quality, delivery, workmanship, services, facility requirements, inventory control and reporting. The County reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs.

2.11 CONTRACT AWARD BY JOHNSTON COUNTY BOARD OF COMMISSIONERS

The contract to be awarded under this IFB must be approved by the Johnston County Board of Commissioners. If such approval is granted, the Johnston County Finance Office will provide the contract to the vendor for the vendor to sign and

return. In the event Johnston County Board of Commissioners approval is not received within one hundred twenty (120) calendar days after opening of the bids, the vendor may request that it be released from the bid.

3. TERMS AND CONDITIONS

Each bid submitted in response to this IFB constitutes an offer to become legally bound to a contract incorporating the terms and conditions set forth in this IFB. For purposes of this section, a Vendor that enters into a contract with the County may be referred to as the “Successful Bidder” or the “Company”.

3.1 CONTRACT TYPE

The contract resulting from this IFB will be of the type indicated below:

 X Definite Quantity: The contract will be a fixed-price contract that provides for a definite quantity of Product and Services either at specified times or when ordered.

 Indefinite Quantity: The contract will be a unit price contract for an indefinite amount of Products and Services to be furnished at specified times or as ordered. In some cases, indefinite quantity contracts may state a minimum quantity that the County is obligated to order. The County may make available to Vendors information regarding the County’s purchase history or projected estimates of the approximate quantity of Products that will be needed. The County makes no representations as to the accuracy of such information. Each Vendor is required to perform its own due diligence on which to base its bid. Inaccuracy of purchase history or projected quantity estimates provided by the County will not give rise to any claim against the County, or entitle any vendor to rescind its bid or terminate or amend the contract.

3.2 TERMS OF CONTRACT

 (A) Unit Price Contract: Contract awarded is for a unit price when product and service needs are based upon indefinite quantities, and where orders will be based on actual needs that may exceed or be less than projections. All expenditures under a unit price contract are contingent upon appropriations having been made by the Johnston County Board of Commissioners.

Contract Terms and Renewal Options: The contract term shall be for a period of three (3) years from the date of award. The County at its option may extend the contract for up to two (2) additional one-year extensions unless the Company objects in writing at least ninety (90) days prior to the beginning of the extension term.

 X (B) One Time Purchase: Contract awarded is for a specific quantity purchased at one time.

3.3 NOTICE TO PROCEED

The Successful Bidder shall not commence work or make shipment under this IFB until duly notified by receipt of an executed contract from the County. If the Successful Bidder commences work or makes shipment prior to that time, such action is taken at Successful Bidder's risk, without any obligation of reimbursement by the County.

3.4 DELIVERY TIME

When delivery time is requested in this IFB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. Each bid shall be deemed a binding commitment of the Vendor to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the County shall be entitled to terminate the Contract and immediately default and/or exercise any other remedies available at law or in equity.

3.5 PRICES ARE FIRM

Each Vendor warrants the bid price(s) and terms and conditions quoted in its bid shall be firm for acceptance by the County for a period of one hundred twenty (120) calendar days from the date of the Bid opening. Once award is made and a Contract is in place, prices shall remain firm and fixed for the entire Contract period, unless otherwise allowed in the Special Conditions and stated in the Bid. If your Bid includes price increases of the term of the Contract, such increases must be clearly designated on Attachment A, Pricing Form.

3.6 PRICE ADJUSTMENT AS PART OF BID

To submit price adjustments as part of your Bid, you must: (a) comply with any limitations or instructions that are stated in this IFB; and (b) state very clearly in the Price Sheet of your Bid Response the proposed price adjustments or, if permitted, the price adjustment formula. Restrictions and instructions regarding price adjustments are provided in the Bid Response Forms. It is important that the Bidder check for these restrictions and instructions carefully. In some instances price adjustments are not permitted as part of the Bid. In other instances formula price increases are prohibited due to the difficulty they create in comparing Bid prices.

3.7 PROMPT PAYMENT DISCOUNTS

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

3.8 QUALITY

Unless the IFB specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under the IFB shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal,

state and local laws, regulations and requirements. By “new”, the County means that the item has been recently produced and has not been previously sold or used.

Whenever this IFB or any part of the Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter’s codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc. shall be constructed to be minimum requirements that are in addition to any other requirements that may be stated in this IFB or the Contract.

4. SPECIFICATIONS

4.1 The scope of this IFB is to establish a contract for the purchase, delivery and other inherently related activities of the Products and Services in compliance with the specifications and terms and conditions set forth in this ITB.

All Products and specific brands furnished under the Contract shall be new, shall comply with the specifications and terms and conditions set forth in this IFB, and shall operate in full compliance with these Specifications.

4.2 QUANTITIES

The County does not guarantee quantities and will purchase quantities of Products according to actual need during the term of the Contract. The quantities listed in this IFB are estimates only, and may differ substantially from actual quantities ordered. Multiple orders will be placed on an as needed basis during the term of the Contract.

4.3 PRICING

Bid price shall constitute the total cost to the County for delivery fully assembled, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include with Bid.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination as requested with all transportation costs included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location:

Johnston County EMS
109 S. Fourth Street
Smithfield, NC 27577

Delivery will be made within 60 consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria. Twenty-Four Hour notice is required.

4.6 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to resell the products and/or maintenance offered in this IFB. **The Vendor shall provide with its bid response a signed statement from the manufacturer confirming authorization. Failure to provide the statement shall constitute sufficient grounds for rejection of the Vendor's offer, in the discretion of the County. Is Vendor authorized to sell the manufacture brand and model?**

_____ Yes _____ No

4.7 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the County, as necessary, to promptly replace any such products, at no cost to the County.

4.8 WARRANTY

Manufacturer's standard warranty shall apply, but shall be no less than a two (2) year bench warranty. Vendors are requested to include a copy of the manufacturer's standard warranty with the bid response.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period?

_____ Yes _____ No

Will the Vendor provide warranty service?

_____ Yes _____ No, an authorized third party will perform warranty service

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name) _____

Contact Person (phone #) _____

4.9 REFERENCES

Vendors are requested to provide at least three (3) references for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. The County may contact these users to determine the goods provided are substantially similar to those bid herein and the Vendor's performance has been satisfactory. Such information may be considered in the evaluation of the bid.

Company Name	Contact Name	Telephone Number

4.10 DESCRIPTIVE LITERATURE

Each bid is requested to be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for through evaluation of the item(s) bid and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information may be a sufficient basis for rejection of the bid.

4.11 INVOICES

Vendor shall invoice Johnston County Emergency Medical Services at PO Box 530 Smithfield, NC 27577. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the County with an invoice for each order. Invoices shall include detailed line item information to allow County to verify pricing a point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, Order Date, County Purchase Order Number, Item Numbers, Item Descriptions, Price, Tax, Quantity, and Unit of Measure.

5.0 PRODUCT SPECIFICATIONS

5.1 GENERAL SPECIFICATIONS

- New Machines Only
- Manual and automatic external defibrillation capability
- Synchronized cardioversion
- Standard four-lead ECG tracing
- Spo2 adult and pediatric monitoring
- Noninvasive blood pressure monitoring for adult and pediatric patients
- Etco2 waveform capnography and capnometry
- External pacing
- 12-Lead ECG
- CPR feedback and performance measurement with audible and visual feedback
- CPR data capture
- Extra lithium battery
- AC power module
- Soft carry case with shoulder strap
- AC module power cord extender
- Wireless link generic wifi
- Hard copy instructions
- Two year bench warranty
- Data collection and analysis software should be compatible with current cardiac arrest performance programs

5.2 DEVIATIONS

The nature of all deviations from the Specifications/Requirements listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications/Requirements, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. **No implication is made or intended by the County that any deviation will be acceptable.**

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	20	Ea	Manufacture Offered: _____ Model Offered: _____	\$ _____	\$ _____
			TOTAL EXTENDED PRICE		\$ _____

No Price Adjustments Allowed.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all bids, to waive any informality in bid and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** The County reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the County, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the County.
5. **EXECUTION:** Failure to sign the Execution page in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications in Sections 5 of this IFB; (3) Johnston County General Contract Terms and Conditions in ATTACHMENT C: JOHNSTON COUNTY GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE.** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor shall submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this

provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.

- 8. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the County will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with N.C.G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under N.C.G.S. 132.1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
- 9. MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
- 10. WITHDRAWAL OF BID:** A bid may be withdrawn only in writing and actually received by the purchasing agent prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request shall be on Vendor’s letterhead and signed by an official of the Vendor authorized to make such a request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Johnston County Finance Officer.
- 11. INFORMAL COMMENTS:** The County shall not be bound by information explanations, instruction or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is only bound by information provided in this IFB and in formal Addenda issued through Johnston County Finance Office.
- 12. COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor’s sole responsibility. Johnston County will not reimburse any Vendor for any costs incurred prior to award.
- 13. VENDOR’S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the firm’s bid.

14. INSPECTION AT VENDOR'S SITE: The County reserves the right to inspect the equipment, plant, store or other facilities of a Bidder prior to Contract award, and during the Contract term from time to time as the County deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for property and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Bidder (expect that a store may be inspected at any time during regular store hours without notice).

15. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of a Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competitor prior to the opening of the bid; and
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a Bid for the purpose of restricting competition.

16. INSURANCE: All Bidders must indicate compliance with the Insurance requirements stated in Attachment D the Johnston County General Contract Terms and Conditions.

**ATTACHMENT C: JOHNSTON COUNTY GENERAL CONTRACT
TERMS AND CONDITIONS**

1. **DEFAULT AND PERFORMANCE BOND**: If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the County shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the County, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this contract, and the County may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. The County reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the County.

In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the County may immediately cease doing business with the Vendor and immediately terminate this contract for cause.

2. **GOVERNMENTAL RESTRICTIONS**: In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the County Purchasing Agent at once, indicating the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS**: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the County for the purpose set forth in this contract.
4. **TAXES**: Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. 143-59.1 bars the County from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

- b. The County is exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS**: The place of this Contract, its situs and forum, shall be Johnston County, North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
 6. **GOVERNING LAWS**: This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
 7. **PAYMENT TERMS**: Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
 8. **CONDITION AND PACKAGING**: Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
 9. **STANDARDS**: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be construed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), the U.S. Food and Drug Administration and state and federal requirements relating to clean air and water pollution.
 10. **INTELLECTUAL PROPERTY INDEMNITY**: Vendor shall hold and save the County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

11. TERMINATION FOR CONVENIENCE: If this contract contemplates deliveries or performance over a period of time, that County may terminate this contract at any time by providing thirty (30) days' notice in writing from the County to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the County, become its property. If the contract is terminated by the County as provided in this section, the County shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.

12. ADVERTISING: Vendor agrees not to use the existence of this Contract or the name of the County as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.

13. ASSIGNMENT: No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. Upon advance written request, the County may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

14. INSURANCE:

COVERAGE – During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** – The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage for any vehicle used during the performance of this Contract.

REQUIREMENTS – Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such

insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws of this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. GENERAL INDEMNITY: The Vendor shall hold and save the County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor goods to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract. It is the intent of this section to require Vendor to indemnify County to the fullest extent permitted under North Carolina law.

16. COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

17. ENTIRE AGREEMENT: This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. The IFB, any Addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

18. AMENDMENTS: This contract may be amended only by a written amendment duly executed by the County and the Vendor.

19. WAIVER: The failure to enforce the waiver by the County of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

- 20. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 21. GOVERNMENTAL IMMUNITY:** County and Vendor agree that nothing in this contract shall be construed to mandate purchase of insurance by County pursuant to N.C.G.S. §153A-435; or to in any other way waive County's defense of sovereign or governmental immunity from any cause of action alleged or brought against County for any reason if otherwise available as a matter of law.
- 22. E-VERIFY:** Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Vendor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

This Space is Intentionally Left Blank

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the County Purchasing Agent within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

ATTACHMENT E: IRAN DIVESTMENT ACT CERTIFICATION

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each Vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the Vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which will be updated every 180 days.

- Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.

ATTACHMENT F:

EXECUTION OF BID PAGE

17-IFB-0001 - Cardiac Monitors Bid

Date: _____

By submitting this proposal, the Vendor certifies the following:

An authorized representative of the firm has signed this proposal.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The Vendor has determined the cost and availability of all equipment, materials and supplies associated with performing the services outlined herein.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The Vendor is aware of the prevailing conditions associated with performing this contract.

The Vendor agrees to complete the scope of work for this project with no exceptions.

Therefore, in compliance with the foregoing Invitation for Bids, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within (120) days from the date of the opening, to furnish the Products or Services bid for the prices quoted.

Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Principal Place of Business
if different from above _____

By _____

Title: _____

(Type or Print Name)

(Signature)