

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Automated External Defibrillator and Accessories** as specified herein. Bids must be received by **2:00 p.m. EST on September 20, 2023**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3440
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Susan Colella, Buyer, at 865-215-5769. Questions may be emailed to susan.colella@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/Procurement.
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

- 1.5 **AWARD:** Award will be made to the most responsive, responsible bidder meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line-item basis or schedule basis. Knox County reserves the right to make a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

- 1.7 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality

and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Disadvantaged Business Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Disadvantaged Business Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

- 1.9 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.10 CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.11 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are needed with an electronic bid response.
- 1.12 DELIVERY:** Vendors must state the delivery time in their bids. Knox County requires that vendors deliver all products "free on board" destination.
- 1.13 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.14 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.15 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format time.
- 1.16 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement,

register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in section 1.1 of this document.

- 1.17 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.18 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.19 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.20 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (Visa). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.21 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.22 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.23 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.24 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- Be submitted on recycled paper.
 - Not include pages of unnecessary advertising.
 - Be made on both sides of each sheet of paper.
- 1.25 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire IFB (Invitation for Bid) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or questions regarding the specifications or bidding procedures must be received in the Procurement Division by **4:00 PM Local Time on September 8, 2023.** These requirements also apply to specifications that are ambiguous.
- 1.26 **SIGNING OF BIDS:** **In order to be considered, all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.27 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.28 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied

the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

- 1.29 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.30 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.31 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.
- 1.32 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

- 2.8 GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Items, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Automated External Defibrillators and Accessories as desired by Knox County and Knox County Schools. However, if awarded, any Knox County may purchase from the award. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance may require a specific written action by Knox County so stating.
- 3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for each site/branch and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency. Invoicing and account information for Knox County Schools Health Services is as follows:
- 3.3.1 Knox County Schools Health Services
Attention: Christy Bennett
UT Tower, 3rd Floor
400 W. Summit Hill Drive
Knoxville, TN 37902
- 3.4 **ADDITIONS OR DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

- 3.5 AUTHORIZED DEALER/RESELLER:** Bidders **must** submit, upon request, signed written factory documentation that they are authorized dealers/resellers for the products they are bidding. If bidder is the manufacturer of the product they are bidding, a signed statement stating that fact **must** be included with their bid. Failure to comply with this request may be just cause for rejection of their bid. This may require multiple statements with your bid.
- 3.6 AWARD LENGTH:** Knox County intends to issue this Contract for one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years. Knox County reserves the right to purchase these services/goods from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.7 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the vendor's staff providing services to Knox County. Certain felony convictions will prohibit individuals from servicing this department. The successful Contractor will be required to submit a list of all employees that will be servicing the Knox County account. This list must be kept current and include the full name, current address, social security number, valid driver's license number and phone number of each employee. All associated costs for the background checks will be the responsibility of Knox County. Personal information will be kept confidential.
- 3.8 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.9 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.10 CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.11 COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have email capabilities.
- 3.12 CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.
- 3.13 CONTRACT RENEGOTIATION:** Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public-trust. Further, Knox County and Knox County Schools encourage the vendor to submit value changes in order that the Knox County Schools may avail itself of technological advances or cost economies in the subject of the contract, as they may occur during the contract or contract option periods.
- 3.14 CONTRACTOR'S RESPONSIBILITIES:** At their own expense, the Contractor(s) shall:
- 3.14.1** Provide qualified supervision.
 - 3.14.2** Provide qualified workers.
 - 3.14.3** Perform work without unnecessarily interfering with Knox County activities or other Contractor(s).
- 3.15 DELIVERY TIME:** Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation

when delivery time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is “30-60 business days”. Vendors must be specific and state either “30 business days” or “60 business days”. If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

3.16 DESTINATION AND DELIVERY: Bidders are to include all destination and delivery charges in their price. There will be no extra hidden charges.

3.17 DETAILED SUBMITTAL: Bidders, upon request, may need to submit a detailed sheet listing the specification of the item(s) priced.

3.18 DISCONTINUED ITEMS: The successful vendor shall notify the Knox County Procurement Division of any items that have become discontinued and recommend an appropriate substitution. Knox County will be the sole judge of if the substitution is appropriate. Contractor must notify the participating agencies and the Knox County Procurement Division of anticipated shortages, changes in pack size or discontinuance of any item.

3.19 EVALUATION CRITERIA:

3.19.1 Price

80 Points

3.19.2 Delivery in Business Days

20 Points

3.20 EVALUATION REVIEW: Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the bid process) that might affect the County’s judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider’s bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

3.21 EXPIRATION DATES: The expiration date for any item must be no less than six (6) months from the date the order is received by the County.

3.22 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub-contractor under a contract to the prime contractor or higher tier sub-contractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.23 INTERPRETATION: No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.24 QUANTITIES: Knox County does not guarantee any quantities will be ordered under this solicitation.

3.25 INVOICE DETAIL: Knox County is requesting invoices show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

- 3.25.1** The invoice must show the amount due to the Contractor by Knox County.
- 3.25.2** The invoice must show an itemized detailed service/material count, including: type of service(s)/item(s), quantity by type(s) of service(s)/item(s), the associated unit price for the service(s)/item(s), percent discount applied, final cost to Knox County, delivery location (address to be included), date the item/service was rendered, and the Contract number, as applicable.
- 3.25.3** Invoices are to be original and uniquely pre-numbered.
- 3.25.4** Invoices which do not show this information are subject to rejection.
- 3.26** **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of that invoice. Rejected invoices will be returned to the Contractor for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.
- 3.27** **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency, to this Contract, may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included. Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.
- 3.28** **MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the lowest price offered by your company for similar services and products. If at any time during the Contract period your company offers a lower price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:
- 3.28.1** Cancel the Contract, if it is currently in effect.
- 3.28.2** Determine the amount that the participating agency was overcharged and submit a request for payment from the Contractor for that amount.
- 3.29** **NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of anything other than new materials may be cause for the rejection of the bid.
- 3.30** **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.
- 3.31** **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.32** **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bids or unless the County fails to accept within sixty (60) business days after the date fixed for opening the Invitation for Bid.
- 3.33** **OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promote competitive pricing. It shall be the BIDDERS responsibility to advise the Procurement Division if any language requirements, et cetera, or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division not later than **4:00 PM Local Time on September 8, 2023**

3.34 PRICING: The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider.

Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

3.34.1 Continue with the existing prices.

3.34.2 Request a lower price increase.

3.34.3 Not accept the renewal offer.

Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.35 PUBLIC RECORDS ACT: Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.36 QUANTITIES: Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.37 QUOTES: Contractor will be required to submit quotes for each job. The quote must match exactly the line items and pricing stated in the Contract. Deviations from the contracted line items and pricing will not be accepted.

3.38 RECORDS: Contractor(s) will maintain records of services provided to Knox County and make them available upon request by any of the respective participating agencies. The successful Contractor(s) shall only disclose the records of the requesting agency and not disclose other agency information.

3.39 REJECTION OF BIDS: Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular goods/services proposed.

3.40 SAMPLES: Bidders **may be required** to submit samples of each brand bid. Each individual sample must be labeled with the bidder's name, manufacturer brand name and item number as it pertains to the bid. Samples will not be returned. If required, these samples must be of the actual AED that would be supplied to the Knox County Schools in the event of an award. Samples must be furnished free of charge.

3.41 SAFETY TRAINING: The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

3.42 SUBMIT QUESTIONS: All questions regarding this bid must be submitted in writing to Susan Colella, no later than **4:00 pm Local Time on September 8, 2023**. You may also submit questions by email to susan.colella@knoxcounty.org.

3.43 SUBSTITUTIONS: Any substitutions must be approved by Knox County or their designee prior to delivery. Delivery of a substituted item without prior notification is at the Contractor's risk and refusal to accept the substituted item will be at the Contractor's expense.

3.44 VALUE ADDED RELATIONSHIP: Knox County and Knox County Schools intend for this bid to result in a relationship with a vendor. Knox County and Knox County Schools desire a long-term relationship with a vendor in which common goals are shared. Among those goals are:

- 3.44.1 Fair and equitable treatment of vendor and owner.
- 3.44.2 Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- 3.44.3 Vendor suggestions on how to improve service and service delivery.
- 3.44.4 Vendor involvement in the school system or a specific school on a non-business basis.

SECTION IV MINIMUM REQUIREMENTS

4.1 **SPECIFICATIONS:** The following specifications are considered minimum requirements for Automated External Defibrillator (AED) and Accessories. The kit shall include:

4.1.1 **Automated External Defibrillator:** These specifications come from ZOLL AED PLUS Automated External Defibrillator. Bidders must bid as specified or an approved equal.

- AED must support CPR with voice prompt for pushing harder when compressions are less than 2" deep and a real-time indicator showing the depth of each compression.
- AED must be powered by 123 lithium batteries. Batteries must last at least five (5) years in stand-by mode.
- AED must provide voice prompts, graphic icons that portray steps in the complete rescue, and an LCD display capable of displaying number of shocks delivered, time since unit was turned on, and dynamic text that parallels voice prompts.
- AED must be able to display real-time electrocardiograph during the rescue.
- Defibrillator pads one-piece placement with five (5) year expiration.
- Pediatric Defibrillator pads with two (2) year expiration.
- Waveform for shock delivered by AED must be Rectilinear Biphasic.
- For the pediatric victim, energy originating in the AED must be a pediatric dose, not an adult dose that is reduced in the pads or the wires to the pads. Energy settings in the AED must be completely independent of those used for adults. It must be possible to configure the AED to deliver ascending energy for adult victims and non-ascending energy for pediatric victims.
- For a pediatric victim, heart analysis must detect tachycardia at a heart rate on no lower than two hundred (200) beats per minute. AED must recognize and announce pad-type (pediatric or adult) when unit is powered on and whenever pads are changed.
- AED must issue an audible alarm when fault conditions (e.g.: low batteries, pads not pre-connected, faulty software, failing hardware) occur.
- AED must be capable of performing a user-initiated self-test that fully charges internal capacitor to maximum joule rating.
- AED must require and support electrode pads that are pre-connected.
- AED must record ECG and chest compressions in a data file that can be downloaded to a PC or PDA via an infra-red (IrDA) port.
- AED must provide an airway support mechanism that supports the victim's airway from between the shoulder blades to aid rescue breathing.
- Inspection of AED and pads must be possible without opening wall cabinet containing the AED or the AED itself.
- AED must provide fully automatic shock requiring no user interaction to deliver shock once a shockable heart rhythm has been detected.

DEVICE	
Size	5.25" x 9.50" x 11.50"; 13.3 cm x 24 cm x 29.2 cm
Weight	6.7 lbs; 3.1 kilograms
Power	User Replaceable Batteries. 10 Type 123A Photo Flash lithium manganese dioxide batteries
Device Classification	Class II and internally powered per EN60601-I
Design Standards	Meets applicable requirements of UL 2601, AAMI DF-39, IEC 601-2-4, EN 60601-1, JEC 60601-1-2
ENVIRONMENT	
Operating Temperature	PS Model: 32° to 122° F; 0° to 50° C
Storage Temperature	PS Model: -22° to 158° F; -30° to 60° C
Humidity	10 to 95% relative humidity, non-condensing
Vibration	MIL Std. 810F, Min Helicopter Test
Shock	PS Model: IEC 68-2-27; IOOG
Altitude	PS Model: -300 to 15,000 ft.; -91m to 4573m
Aircraft	Method RTCA/D0-1600: 1997 Section 21, Category M- all operating modes.
Particle and Water Ingress	IP-55
DEFIBRILLATOR	
Waveform	Rectilinear Biphasic
Defibrillator Charge Hold Time	30 seconds
Energy Selection	Automatic pre-programmed selection (Adult mode: 120J, 150J, 200J; Pediatric mode: 50J, 70J, 85J)
Patient Safety	All patient connections are electrically isolated.
Charge Time	Less than 10 seconds with new batteries.
Maximum time from first rhythm analysis to unit charged and ready to shock	With new batteries: 14 seconds With batteries depleted by 15 200J discharges: 15 seconds
Maximum time from power on to unit charged and ready to shock at 200J	22.6 seconds
Electrodes	ZOLL stat-padz II, CPR-D-padz or pedi-padz II
Built in Defibrillator Self-Test	Included
CPR	Metronome Rate: Variable 60 to 100 CPM Depth 3/4" to 3"; 1.9 to 7.6 cm
Defibrillation Advisory	Evaluates electrode connection and patient ECG to determine if defibrillation is required. Shockable Rhythms: Ventricular fibrillation with average amplitude > 100 microvolts and wide complex ventricular tachycardia with rates greater than 150 BPM (adult mode) and 200 BPM (pediatric mode).
Electrode Patient Impedance Measurement Range	0 to 300 ohms
Defibrillator Electrode ECG Circuitry	Protected
ECG Bandwidth	2-30Hz
Display Format	Optional LCD with Moving Bar Size: 2.6" x 1.3"; 6.6 cm x 3.3 cm Viewing Time: 2.6 seconds
Display Sweep Speed	25 mm/sec
Battery Capacity	Typical new battery (20° C): <ul style="list-style-type: none"> - stand-by life with batteries installed: 5 years, or - 300 ±5 continuous shocks: 250 ±5 shocks before "change battery" indicator and 50 ±5 shocks after "change battery" indicator; or - at least 13 hours of continuous Monitoring Time
PC Minimum Requirements	Windows 98, Windows 2000 Windows NT, Windows XP IBM- compatible PII with UART (or higher) computer 64MB RAM. VGA monitor or better CD-Rom drive IrDA port 20MB disk space

4.1.2 Automated External Defibrillator Accessories: Bidders must bid as specified or an approved equal.

4.1.2.1 ZOLL CPR-D-padz (Part #8900-0800-01).

- One-piece
- shelf life of 5 years
- Complete with CPR barrier mask, scissors, disposable gloves, prep razor, towel and moist towelette.

4.1.2.2 ZOLL Pedi-padz II (Part #8900-810-01).

- Shelf life of 24 months

4.1.2.3 Duracell Type 123 Lithium Batteries (Part #8000-0807-01).

- Sleeve of 10
- Shelf life 10 years

4.1.2.4 AED Plus Black Carry Bag (Part #8000-0802-01)

- with pockets for storing an extra set of electrodes and a sleeve of batteries

4.1.2.5 9" Standard Wall Cabinet (Part#8000-0855)

4.2 DETAILED SUBMITTAL: Vendors must submit a factory detailed sheet with their bid listing all standard equipment and the optional equipment listed above for the AED as specified above. Vendors are to include all costs associated with each detailed item on this sheet. This is to ensure all items are bid as specified.

Note: Failure to respond to Section 4.2 may be just cause for rejection of bid.

4.3 YEAR OF MANUFACTURING: All units must be manufactured in current year (2023).

Note: Bidders need not return pages 1 – 13 with their response.

SECTION V VENDOR INFORMATION AND PRICING FOR INVITATION FOR BID 3440

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____
City State Zip

5.4 Contact Person: _____
Telephone Number: _____ Fax Number: _____

5.5 Vendor's email address: _____

5.6 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
Sign Original in Blue Ink

5.7 Vendor's Knox County Business License Number (if applicable): _____
Attach a Copy of the License

5.8 I acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.9 Do you accept the terms and conditions of the bid? Yes No Yes, with exception
If you do not fully accept the terms and conditions, please note the exceptions below:

5.10 Will you accept the VISA Credit Card as payment per Section 1.20? _____ Yes _____ No

5.11 Is your company in full compliance with Section 2.21, Tax Compliance? _____ Yes _____ No

5.12 Did you include warranty information per Section 2.23? _____ Yes _____ No

5.13 Did you provide Authorized Dealer documentation per Section 3.5? _____ Yes _____ No

5.14 Have you included the Detailed Submittal per Section 4.2? _____ Yes _____ No

5.15 Please state the total guaranteed business days for delivery after receipt of signed Purchase Order: _____ days

5.16 Pricing:

	Item	Price per Unit	Brand Priced (if bidding alternate)	Item Number Priced
5.16.1	ZOLL AED PLUS Automated External Defibrillator, Complete with CPR-D-padz, Pedi-padz II, Duracell Type 123 Lithium Batteries, AED Plus Black Carry Bag, 9" Standard Wall Cabinet.			
5.16.2	CPR-D-padz Part #8900-0800-01			
5.16.3	Pedi-padz II Part #8900-810-01			
5.16.4	Duracell Type 123 Lithium Batteries Part #8000-0807-01			
5.16.5	AED Plus Black Carry Bag Part #8000-0802-01			
5.16.6	9" Standard Wall Cabinet Part #8000-0855			

SECTION V SPECIFICATIONS CHECKLIST FOR INVITATION FOR BID 3440 Vendor: _____

Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the items being bid meet the minimum specifications by marking the "Yes" or "No" box. If the minimum specification is not met, bidder must explain in the "Comment" section of the checklist. Bidders may include additional sheets, if needed.

SPECIFICATION	YES	NO	COMMENT
AED must support CPR with voice prompt for pushing harder when compressions are less than 2" deep and a real-time indicator showing the depth of each compression.			
AED must be powered by 123 lithium batteries. Batteries must last at least 5 years in stand-by mode.			
AED must provide voice prompts, graphic icons that portray steps in the complete rescue, and an LCD display capable of displaying number of shocks delivered, time since unit was turned on, and dynamic text that parallels voice prompts.			
AED must be able to display real-time electrocardiograph during the rescue.			
Defibrillator pads one-piece placement with 5-year expiration.			
Pediatric Defibrillator pads with 2-year expiration.			
Waveform for shock delivered by AED must be Rectilinear Biphasic.			
For the pediatric victim, energy originating in the AED must be a pediatric dose, not an adult dose that is reduced in the pads or the wires to the pads. Energy settings in the AED must be completely independent of those used for adults. It must be possible to configure the AED to deliver ascending energy for adult victims and non-ascending energy for pediatric victims.			
For a pediatric victim, heart analysis must detect tachycardia at a heart rate on no lower than two hundred (200) beats per minute. AED must recognize and announce pad-type (pediatric or adult) when unit is powered on and whenever pads are changed.			
AED must issue an audible alarm when fault conditions (e.g.: low batteries, pads not pre-connected, faulty software, failing hardware) occur.			

SPECIFICATION	YES	NO	COMMENT
AED must perform a user-initiated self-test that fully charges internal capacitor to maximum joule rating.			
AED must require and support electrode pads that are pre-connected.			
AED must record ECG and chest compressions in a data file that can be downloaded to a PC or PDA via an infra-red (IrDA) port.			
AED must provide an airway support mechanism that supports the victim's airway from between the shoulder blades to aid rescue breathing.			
Inspection of AED and pads must be possible without opening wall cabinet containing the AED or the AED itself.			
AED must provide fully automatic shock requiring no user interaction to deliver shock once a shockable heart rhythm has been detected.			
Size: 5.25" x 9.50" x 11.50"; 13.3 cm x 24 cm x 29.2 cm			
Weight: 6.7 lbs; 3.1 kilograms			
Power: User Replaceable Batteries. 10 Type 123A Photo Flash lithium manganese dioxide batteries			
Device Classification: Class II and internally powered per EN60601-1			
Design Standards: Meets applicable requirements of UL 2601, AAMI DF-39, IEC 601-2-4, EN 60601-1, JEC 60601-1-2			
Operating Temperature: PS Model: 32° to 122° F; 0° to 50° C			
PS Model: -22° to 158° F; -30° to 60° C			
Humidity: 10% to 95% relative humidity, non-condensing			
Vibration: MIL Std. 810F, Min Helicopter Test			
Shock: PS Model: IEC 68-2-27; IOOG			
Altitude: PS Model: -300 to 15,000 ft.; -91m to 4573m			
Aircraft: Method RTCA/D0-1600: 1997 Section 21, Category M- all operating modes.			
Particle and Water Ingress: IP-55			
Waveform: Rectilinear Biphasic™			
Defibrillator Charge Hold Time: 30 seconds			
Energy Selection: Automatic pre-programmed selection (Adult mode: 120J, 150J, 200J; Pediatric mode: 50J, 70J, 85J)			
Patient Safety: All patient connections are electrically isolated.			
Charge Time: Less than 10 seconds with new batteries.			
Maximum time from first rhythm analysis to unit charged and ready to shock: With new batteries: 14 seconds. With batteries depleted by 15 200J discharges: 15 seconds			
Maximum time from power on to unit charged and ready to shock at 200J: 22.6 seconds			
Electrodes: ZOLL stat-padz II, CPR-D-padz or pedi-padz II			
Built in Defibrillator Self-Test: Included			
CPR: Metronome Rate: Variable 60 to 100 CPM Depth 3/4" to 3"; 1.9 to 7.6 cm			
Defibrillation Advisory: Evaluates electrode connection and patient ECG to determine if defibrillation is required. Shockable Rhythms: Ventricular fibrillation with average amplitude >100 microvolts and wide complex ventricular tachycardia with rates greater than 150 BPM (adult mode) and 200 BPM (pediatric mode).			

SPECIFICATION	YES	NO	COMMENT
Electrode Patient Impedance Measurement Range: 0 to 300 ohms			
Defibrillator Electrode ECG Circuitry: Protected			
ECG Bandwidth: 2-30Hz			
Display Format: Optional LCD with Moving Bar Size: 2.6" x 1.3"; 6.6 cm x 3.3 cm Viewing Time: 2.6 seconds			
Display Sweep Speed: 25 mm/sec			
Battery Capacity: Typical new battery (20° C): Stand-by life with batteries installed: 5 years, or 300 ±5 continuous shocks: 250 ±5 shocks before "change battery" indicator and 50 ±5 shocks after "change battery" indicator; or at least 13 hours of continuous Monitoring Time			
PC Minimum Requirements: Windows® 98, Windows® 2000 Windows ®NT, Windows® XP IBM- compatible 64MB RAM VGA monitor or better CD-Rom drive IrDA™ port 20MB disk space			

Note: Vendor must clearly make any alternates bid or any deviations from the listed specifications.