THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 334-2012

SUPPLY AND DELIVERY OF DEFIBRILLATORS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF DEFIBRILLATORS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 27, 2012.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/bidopp.asp

B4.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.

B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.

B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:

(a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;

(b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;

(c) identify any anticipated cost or time savings that may be associated with the substitute;

(d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;

(e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.

B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

B6.1 The Bid shall consist of the following components:

(a) Form A: Bid;

(b) Form B: Prices.

B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.

B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder’s Bid Submission.

B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.

B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).

B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.

B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

(a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;

(b) if the Bidder is a partnership, the full name of the partnership shall be inserted;

(c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

(d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

(a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;

(b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

(c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

(d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Prices on Form B: Prices shall include:

(a) duty;

(b) freight and cartage;

(c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;

(d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. QUALIFICATION

B9.1 The Bidder shall:

(a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

(b) be financially capable of carrying out the terms of the Contract; and

(c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

(a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/debar.stm

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

(a) have successfully carried out work similar in nature, scope and value to the Work;

(b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

(c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator

(a) evidence of the vehicle mounting hardware being crash test rated – certified engineer test reports; and

(b) proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bids will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their Total Bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

B12.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

(a) retain the Bid until after the Submission Deadline has elapsed;

(b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and

(c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

(a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);

(b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);

(c) Total Bid Price;

(d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for Items 1- 22 minus the sum of quantities multiplied by the unit prices for items 23-25 shown on Form B: Prices.

B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:

(a) the prices exceed the available City funds for the Work;

(b) the prices are materially in excess of the prices received for similar work in the past;

(c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;

(d) only one Bid is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B13.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B14.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply and delivery of defibrillators and related equipment for the period from the date of award until July 31, 2013 with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on August 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 The Work to be done under the Contract shall set the minimum standard requirements for the City.

D2.4 If improved technology (future generation product) becomes available prior to shipment or during the Contract period, the Contractor will provide an option to substitute the new technology for the device quoted at no additional cost.

D2.5 If the device bid is no longer available during the Contract period the Contractor will provide the improved technology (future generation products) at the same price as the device bid.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

(a) "**Bluetooth**" means Bluetooth technology utilizing the Microsoft Bluetooth stack;

(b) **"EPCR system**" means the Electronic Patient Care Reporting system currently in use by the Winnipeg Fire Paramedic Service (Zoll RescueNet TabletPCR v5.2.2);

(c) "**On-site**" means located within the City of Winnipeg, Province of Manitoba, Canada;

(d) "**STEMI Program**" means the system and technology currently utilized for the transmission of 12 lead Electrocardiograms to Winnipeg Regional Health Authority on-call STEMI Physicians (Zoll Data Relay v5.2.0.16);

(e) "**Total Performance**" means. the date on which the medical device and mounting hardware are placed into service for utilization during patient care in the pre-hospital environment.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Christian Schmidt
Acting Deputy Chief, EMS Operations & Communications
Winnipeg Fire Paramedic Service

Telephone No.: 204- 986-4077

Facsimile No.: 204- 986-7920

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

(a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;

(b) the Contract, all deliverables produced or developed; and

(c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.
Notices.

D6. NOTICES

D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204- 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work until:

(a) the Contract Administrator has confirmed receipt and approval of:

(i) evidence of authority to carry on business specified in D7.

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

D9.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to:

Winnipeg Fire Paramedic Service
Stores Division
2546 McPhillips
Winnipeg, MB Canada

D9.1.1 Items 1, 2 and 7 shall be delivered within sixty (60) Calendar Day(s) of placing an order

D9.1.2 All other items listed on Form B: Prices shall be delivered within ten (10) Calendar Days of placing an order.

D9.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

D9.3 Goods shall be delivered between 7:30 a.m. and 4:00 p.m. on Business Days.

D9.4 The Contractor shall off-load goods as directed at the delivery location.

D10. LIQUIDATED DAMAGES

D10.1 If the Contractor fails to achieve delivery of the goods within the time specified in D9.1 the Contractor shall pay the City one percent (1%) of the Contract price per Calendar Day for each and every Calendar Day until the goods have been delivered.

D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.

D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D11. PREVENTATIVE MAINTENANCE

D11.1 The Contractor shall perform the following preventative maintenance in the following manner and within the time periods:

(a) Annual (every 12 months) inspection of each defibrillator and battery support system by an on-site certified bio-medical technician to ensure the devices are functioning to manufacturer and Health Canada specifications;

(b) The certified bio-medical technician shall provide the WFPS with confirmation of device inspection indicating the device is performing to specification. Annual inspection scheduling and tracking shall be performed by the certified bio-medical technician

D12. ORDERS

D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D13. RECORDS

D13.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D13.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

(a) user name(s) and addresses;

(b) order date(s);

(c) delivery date(s); and

(d) description and quantity of goods supplied.

D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D14. INVOICES

D14.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864
Email: CityWpgAP@winnipeg.ca

D14.2 Invoices must clearly indicate, as a minimum:

(a) the City's purchase order number;

(b) date of delivery;

(c) delivery address;

(d) type and quantity of goods delivered;

(e) the amount payable with GST and MRST shown as separate amounts; and

(f) the Contractor's GST registration number.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14.4 Bids Submissions must be submitted to the address in B6.5

D15. PAYMENT

D15.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor’s banking institution.

WARRANTY

D16. WARRANTY

D16.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. GOODS

E2.1 The Contractor shall supply Defibrillators and related equipment in accordance with the requirements hereinafter specified.

E2.2 **Item No. 1 – Defibrillators/Monitor Device shall:**

(a) be a Health Canada approved device;

(b) not exceed 6.6kg with lithium ion battery;

(c) not exceed 14.6cm high x 33.3 cm wide x 26.7cm deep;

(d) be equipped with a 16MB of memory;

(e) be able to digitally record ECG on a PCMCIA card

(f) be able to transmit 12 lead ECG data via a standard type II PCMCIA;

(g) be fax/modem card, Bluetooth, and WIFI enabled;

(h) be able to transmit data via serial cable and Bluetooth technology to the WFPS EPCR system;

(i) be able to acquire and transmit 12 lead ECG data to the WFPS user hosted STEMI program;

(j) be able to transfer data to the WFPS Electronic Patient Care Report (EPCR) system via serial cable and Bluetooth technology;

(k) have a defibrillator discharge button that illuminates when device is charged;

(l) and ready to deliver shock therapy to the patient;

(m) have integral carry bags providing an independent location for each accessory cable;

(n) be able to be tested through multi-function cable or paddles;

(o) provide testing capability which tests: charging, energy delivery, paddles and multi-function cable;

(p) have a test cap to allow multi-function cable testing;

(q) have built-in AC / DC power as a standard feature;

(r) provide 4.25 hours of continuous ECG monitoring time with a new lithium ion battery;

(s) provide a GPS clock synchronization feature as a standard option;

(t) provide real-time CPR feedback as a standard feature;

(u) allow the provider to visualize the underlying rhythm during CPR as a standard feature;

(v) meet current Heart and Stroke Guidelines (2010) and be programmed to current WFPS treatment protocols prior to delivery and be programmable for future changes;

(w) provide the option for CPR data to be recorded;

(x) provide the ability to review CPR on a software program to provide a complete review of the CPR compressions;

(y) provide a filter that will allow continuous chest compressions to be done for the full duration of the WFPS CPR protocol;

(z) have CPR assist options able to be used in a moving environment such as while conveying the patient from the scene to the ambulance and in the ambulance to the hospital;

(aa) be transport tested and approved for ground ambulance usage;

(bb) have pads/electrodes with integrated technology to enable CPR feedback and artifact filtering functionality;

(cc) be equipped with CPR pad electrode adaptor.

E2.2.1 Monitor shall:

(a) be capable of monitoring the patient through 3,5 and 10 lead ECG cables, multi-function electrodes and paddles;

(b) have a lead selector button located on the front panel that allows the user to change leads by pushing the lead button;

(c) display lead selected on the display screen at all times;

(d) be fully protected from defibrillation energy

(e) have dedicated circuitry that detects implanted pacemaker electrical activity;

(f) display standard marker of pacer spike on the ECG tracing;

(g) have the following bandwidths: 0.5 -21 Hz standard/0.05 – 150 Hz diagnostic/ 0.5 Hz – 27 Hz and 1 Hz – 21 Hz user – configurable;

(h) have the following ECG sizes: 0.5, 1.0, 1.5, 2.0, 3.0 cm/mV capable of being displayed on the monitor screen;

(i) contain a digital Heart Rate display of 0 – 300 bpm + / - 5%;

(j) show heart rate on the display screen;

(k) contain heart rate alarms that are user selectable and pre-programmed to high pulse rate (150), low pulse rate (50) , and low SPO2 (90);

(l) have heart rate alarms as follows: tachycardia 60 – 280bpm and bradycardia 20-100bpm;

(m) have heart rate alarms with an on/off symbol displayed on the monitor;

(n) have heart rate alarms that provide the user with a generated paper chart recording and audible tone when activated;

(o) contain a 1-volt/cm ECG;

(p) be able to be placed into diagnostic bandwidth by the user.

E2.2.2 Electrodes shall:

(a) utilize multi-function electrodes that allow for pacing, defibrillation, cardioversion and ECG monitoring via one set of disposable pads;

(b) be available in two sizes – Adult / pediatrics. Multi-function electrodes shall allow the user to pre-connect the electrodes without compromising the shelf-life of the disposable product.

E2.2.3 Display shall:

(a) have a high resolution color liquid crystal display as a standard feature;

(b) be able to change display from color to black on white or white on black with the push of a single button;

(c) have a screen size that is a minimum of 14.3cm diagonally;

(d) have a screen sweep speed of 25mm / second;

(e) have a screen that provides a minimum viewing time of 4 seconds;

(f) provide the capability of viewing 1 ECG and one parameter channel simultaneously;

(g) have a display that provides the following information: Heart Rate, Leads/Pads, Alarm On / Off, Sp02, functions and prompts, defibrillator test function, self-test function, error corrections, faults, Pacer functions, Code markers, alarm selection and limits, delivered energy, joule settings, ECG size, synchronized cardioversion, and SP02 readings.

E2.2.4 Defibrillator shall:

(a) utilize a low energy Rectilinear, constant current biphasic waveform;

(b) have the following energy selections available to the user during defibrillator operation: 1,2,3,4,5,6,7,8,9,10,15,20,30,50,70,85,100,120,150,200 joules;

(c) have clinical evidence of 95% or better conversion rate at 120 joules;

(d) have clinical evidence of greater than 95% success on high impedance patients;

(e) allow user to adjust energy selection on device front panel;

(f) be able to charge 200 joules in 6 seconds or less with a new fully charged battery;

(g) display energy selected and delivered on monitor display, paper chart recorder and code summary;

(h) have synchronized cardioversion capability with “sync” message displayed on the monitor;

(i) have charge controls on the front panel of the device;

(j) contain a built in defibrillator tester that tests energy output and continuity of the multi-function cable and paddles documented on the paper chart recorder and device memory;

(k) have a multi-function cable that is field replaceable;

(l) have a single multi-function cable that operates both multi-function electrodes and external paddles.

E2.2.5 Device Strip Chart Recorder shall:

(a) utilize a thermal strip chart recorder;

(b) use 90mm paper width thermal recording paper and utilize a 6 second delay;

(c) be able to print the following annotations: Time, date, defib energy, heart rate, pacer output, QRS marker, ECG size, lead, alarm, Defib Test OK / FAIL, ANALIZE ECG, PADS OFF, ANALYSIS HALTED, NOISY ECG, SHOCK ADVISED, NO SHOCK ADVISED, ECG TOO LARGE and diagnostic bandwidth;

(d) have user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge;

(e) be able to print 3 leads simultaneously, diagnostic bandwidth and a 4 x 3 12-lead printout.

E2.2.6 Pacemaker shall:

(a) utilize a Rectilinear constant current 40 millisecond pace pulse width;

(b) have a continuously variable current level;

(c) have a continuously variable pacing rate from 30 – 180 bpm;

(d) device pacer parameters shall be maintained when switching back to defibrillation or monitor mode;

(e) have heart rate alarms shall function in the pacing mode;

(f) have functionality that allows viewing of intrinsic patient rhythm without losing pacing capture;

(g) be configurable for initial setting of pacing rate;

(h) display pacing rate and milliamps on the monitor display;

(i) continue to deliver electrical therapy in the event an ECG lead detaches from the patient;

(j) be able to pace through multi-function or pacing electrodes.

E2.2.7 12 Lead ECG shall:

(a) be able to provide a diagnostic 12 lead ECG 4 x 3 print out by holding the recorder button for 2 seconds;

(b) be capable of providing a diagnostic 12 lead ECG printout with interpretation by pressing the acquire button in the 12 lead mode;

(c) utilize the GE Marquette 12SL ECG Analysis Program;

(d) shall allow direct transmission of 12 lead ECG via land or cell phone to a standard fax machine;

(e) be able to acquire and transmit 12 lead ECG data to the WFPS user hosted STEMI program;

(f) be capable of being acquired without entering deep / multiple menu selections;

(g) offer an optional 0.05 to 40 Hz bandwidth;

(h) allow user to easily enter patient name, age and gender using input buttons on the defibrillator;

(i) allow users to print the 12SL Analysis Interpretation including measurements and patient name, age and gender on 90mm paper;

(j) allow configuration of user defined lead groups for rapid printout and review of pertinent ECG;

(k) cable shall consist of 4 limb leads and a separate V lead cable;

(l) shall be capable of providing limb lead signals directly to the defibrillator when only the limb leads are attached;

(m) be capable of providing an automatic patient identifier using 7 alphanumeric characters;

(n) be capable of providing a device identifier using 3 alphanumeric characters;

(o) provide integrated Bluetooth for the wireless transmission of 12 lead ECG and vital sign data to fax, email, wifi, or to a printer;

(p) allow the use of a data communication module for the wireless transmission of 12 lead and vital sign data via a cell phone or other communication technology such as wifi network;

(q) provide serial communication capability through an RS232 serial port;

(r) be able to transmit 12 lead and vital sign data both automatically and manually on acquisition;

(s) be able to transmit all trend history data stored in the memory to a WFPS Panasonic CF-19 laptop computer system setting;

(t) be able to transmit all data stored in memory to a remote handheld device.

E2.2.8 Pulse Oximeter shall:

(a) have an integral pulse oximeter;

(b) utilize pulse oximetry that has FDA 510k clearance for use during patient motion and periods of low circulatory perfusion;

(c) include Masimo SET technology;

(d) use sensors that function in bright sunlight environments producing accurate readings;

(e) use a pulse oximeter with alarms that are user adjustable in the field;

(f) be equipped with reusable SPO2 Sensor (Adult and Pediatric) and patient probe and cables (12ft).

E2.2.9 Integrated (Internal) Battery/Charging System shall:

(a) be capable of using rechargeable sealed lead acid batteries and/or rechargeable lithium ion batteries;

(b) be equipped with Three (3) Lithium ion batteries per device;

(c) New fully charged sealed lead acid batteries shall provide the following capacities: 2.75 hours of continuous ECG monitoring, 2.25 hours of continuous ECG monitoring/pacing at 60 mA, 80 bpm and 40 defibrillation discharges at a maximum energy of 200 joules;

(d) New fully charged lithium ion batteries shall 4.25 hours of continuous ECG monitoring or 3.75 hours of continuous ECG monitoring/pacing at 60 Ma, 80 bpm and 100 defibrillator discharges at a maximum energy of 200 joules;

(e) offer technology that calculates battery capacity as well as charge allowing users to view the amount of monitoring time in the battery;

(f) offer a battery option with a recharge time of 4 hours or less with the integral charger;

(g) provide a low battery indicator which displays on the monitor.

E2.3 **Item No. 2 – Vehicle Mounting Hardware shall**:

(a) be CSA approved;

(b) incorporate a passive locking mechanism;

(c) be crash test rated – certified engineer report must be submitted confirming compliance with a Gravitational force pull test (multiplier of 10) in lateral, horizontal and vertical directions;

(d) be transport tested and approved for ground ambulance usage;

(e) be compliant with NFPA 1911 & NFPA 1901.

E2.4 **Item No. 3 – Extended Service Agreement shall include**:

(a) Vendor shall provide 5 identical loaners that will remain the property of the vendor, loaners shall be provided free of charge, to be stored in a location within the City of Winnipeg Fire Paramedic Service;

(b) One Year Extended Warranty shall be provided effective the date the devices are placed into pre-hospital service;

(c) Ship in Repair & On-Site Preventative Maintenance shall be provided;

(d) Replacement Rechargeable Lithium Battery Pack shall be provided (estimated annual quantity – 40);

(e) Vendor shall provide use and shipping of additional service loaners at no cost during repairs of existing devices;

(f) Vendor shall ship devices at no charge.

E2.5 **Item No. 4 – Lithium Ion Batteries**:

(a) Manufacturer recommended lithium ion battery packs shall be compatible for use with Item No. 1;

(b) New fully charged lithium ion batteries shall provide 4.25 hours of continuous ECG monitoring or 3.75 hours of continuous ECG monitoring/pacing at 60 Ma, 80 bpm and 100 defibrillator discharges at a maximum energy of 200 joules;

(c) Batteries shall utilize an LED gauge showing in ½ hour increments available battery life;

(d) The battery shall be accessible from the top or side of the unit and easy to change.

E2.6 **Item No. 5 – AC Power Cord (1 ft.) shall**:

(a) be manufacturer recommended for use with Item No. 1;

(b) be CSA approved.

E2.7 **Item No. 6 –AC Power Supply shall**:

(a) be manufacturer recommended for use with Item No. 1;

(b) be capable of charging the battery within the device via alternating current or direct current input.

E2.8 **Item No. 7 – Battery Support/Charger Unit (Battery Support System) shall**:

(a) be capable of charging both sealed lead acid batteries and lithium ion batteries;

(b) be supplied with a battery management software program for the maintenance and conditioning of batteries;

(c) have ability to charge 4 batteries simultaneously;

(d) have the ability to test 4 batteries simultaneously;

(e) The AC charger shall use a standard grounded cable to operate the charging system in AC mode;

(f) The DC charger shall utilize the cigarette lighter adaptor and standard DC connector;

(g) When plugged in the AC or DC charger shall be able to recharge a depleted sealed lead acid battery or lithium ion battery, operate the unit without a battery or batteries in the unit and simultaneously recharge battery and operate the device;

(h) The AC or DC charger shall be able to operate at total functionality while drawing power off the vehicle inverter;

(i) have an auto test feature that automatically tests charges and recalibrates batteries whenever a battery is installed in the system.

E2.9 **Item No. 8 – ECG ¾ Lead Cable**:

(a) ECG 3 / 4 limb Lead Cable (12ft) shall be manufacturer recommended for use with Item No. 1.

E2.10 **Item No. 9 – V Lead Cable for 12 Lead ECG**:

(a) V Lead Cable for 12 Lead ECG(3.5ft) shall be manufacturer recommended for use with Item No. 1.

E2.11 **Item No.10 – SP02 Patient Cable**:

(a) Sp02 patient cable (12 ft) shall be manufacturer recommended for use with Item No.1.

E2.12 **Item No. 11 – Sp02 Patient Cable Extension**:

(a) Sp02 patient cable (4ft) shall be manufacturer recommended for use with Item No. 1.

E2.13 **Item No. 12 – Sp02 Adult Reusable Sensor**:

(a) Sp02 adult reusable sensor shall be manufacturer recommended for use with Item No. 1.

E2.14 **Item No. 13 – Sp02 Pediatric Reusable Sensor**:

(a) Sp02 pediatric reusable sensor shall be manufacturer recommended for use with Item No. 1.

E2.15 **Item No. 14 – Defibrillation /Pacing Cable**:

(a) Defibrillation/pacing cable (12 ft) shall be manufacturer recommended for use with Item No. 1.

E2.16 **Item No. 15 – Defibrillation / combo pads Adult electrodes shall**:

(a) be manufacturer recommended for use with Item No. 1;

(b) Pads shall allow for the delivery of defibrillation, pacing and cardioversion therapies;

(c) Multi-function electrodes must allow the user to pre-connect the electrodes without compromising the shelf-life of the disposable product.

E2.17 **Item No. 16 – Defibrillation / combo pads Pediatric electrodes shall**:

(a) be manufacturer recommended for use with Item No. 1;

(b) Pads shall allow for the delivery of defibrillation, pacing and cardioversion therapies;

(c) Multi-function electrodes shall allow the user to pre-connect the electrodes without compromising the shelf-life of the disposable product.

E2.18 **Item No. 17 – Defibrillation Pads / CPR feedback Adult Stat Padz electrodes**:

(a) Manufacturer recommended adult defibrillation pads for use with Item No. 1;

(b) Pads shall allow for the delivery of defibrillation, pacing and cardioversion therapies;

(c) Multi-function electrodes shall allow the user to pre-connect the electrodes without compromising the shelf-life of the disposable product.

E2.19 **Item No. 18 – Defibrillation Pads / CPR feedback Pedi-Padz**:

(a) Pediatric defibrillation pads shall be manufacturer recommended for use with Item No. 1;

(b) Pads shall allow for the delivery of defibrillation, pacing and cardioversion therapies;

(c) Multi-function electrodes shall allow the user to pre-connect the electrodes without compromising the shelf-life of the disposable product.

E2.20 **Item No. 19 – Printer Paper**:

(a) Printer paper shall be manufacturer recommended for use with Item No. 1.

E2.21 **Item No. 20 – Carry Case and Pouches**:

(a) Soft sided carry case and cable/equipment pouches shall be manufacturer recommended for use with Item No. 1.

E2.22 **Item No. 21 – Screen Shield**:

(a) Screen shield shall be manufacturer recommended for use with Item No. 1.

E2.23 **Item No. 22 – CPR Pad Electrode Adaptor**:

(a) CPR pad electrode adaptor shall be recommended for use with Item No. 1.

E2.24 **Item No. 23 – Trade-In value/monophasic LifePak 12 Defibrillators**:

(a) Vendor shall provide trade in value (buy-back) for (27) monophasic LifePak 12 Defibrillators.

E2.25 **Item No. 24 – Trade-In value/LifePak 12 vehicle surface mounting brackets**:

(a) Vendor shall provide trade in value (buy-back) for (27) LifePak 12 vehicle surface mounting brackets (if Item No. 1 is not compatible with current mounting hardware – ie: model # p/n 8230-0066 universal mount currently installed in WFPS vehicles).

E2.26 **Item No. 25 – – Trade-In value LifePak 12 4 bay battery support systems**:

(a) Vendor shall provide trade in value (buy-back) for (15) LifePak 12 4 bay battery support systems (If Item No. 1 is not compatible with the LP 12 battery support systems currently in use at WFPS).

E2.27 Training:

(a) On-site training in the use of the devices and implementation must be provided by the successful bidder at locations to be determined by the WFPS throughout the City of Winnipeg to encompass all Fire Fighter PCP practitioners (approx. 250 people) at no additional cost;

(b) Training of all personnel must be complete within 120 calendar days of the Purchase Order being issued;

(c) Paper user guides and service manual and CD Roms must be provided with each unit purchased.