## **ALBANY COUNTY SHERIFF'S OFFICE**

CRAIG D. APPLE, SR. SHERIFF



MICHAEL S. MONTELEONE EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

October 6, 2025

Honorable Joanne Cunningham Chairwoman Albany County Legislature 112 State Street, Room 710 Albany, New York 12207

Dear Chairwoman Cunningham:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is requested authorizing the Albany County Sheriff's Office to move funds in the amount of \$152,999.30 from the ambulance reserve account to the active budget for the purchase of a Zoll Vent Portable Ventilator that is for our ambulance. This was sent out to bid (RFB 2025-135) and was awarded to Zoll Medical as they were the only vendor to submit a bid for the correct ventilator. We have attached a budget amendment reflecting this change.

Should there be any questions, do not hesitate to call.

Att.

cc: Hon. Daniel P. McCoy, County Executive

Hon. Wanda Willingham, Audit & Finance Chairwoman

#### REQUEST FOR LEGISLATIVE ACTION Description (e.g., Contract Authorization for Information Services): Request for Legislative approval to transfer funds from EMS reserve to 2025 Active Budget ..body Date: October 3, 2025 Submitted By: Craig D. Apple, Sr. Department: Sheriff's Office Title: Sheriff Attending Meeting: Sheriff Craig D. Apple, Sr. Phone: 518-487-5440 Purpose of Request: Budget Amendment Enter text. **CONTRACT TERMS/CONDITIONS:** Party Names and Addresses: Enter text. Term: (Start/end date or duration) Enter text. Amount/Raise Schedule/Fee: Enter text. **BUDGET INFORMATION:** Is there a Fiscal Impact: Yes ⊠ No □ Anticipated in Budget: Yes □ No 🛛 Yes ⊠ No □ Spreadsheet attached: Source of Funding – (Percentages) 100% Federal: 0% County: 0% Local: 0% State: County Budget Accounts: Revenue Account and Line: Enter text. Revenue Amount: Enter text. Appropriation Account and Line: Enter text. Appropriation Amount: Enter text. **ADDITIONAL INFORMATION:** Mandated Program/Service: Yes □ No 🛛 Enter text. If Mandated, Cite Authority: Request for Bids / Proposals: Competitive Bidding Exempt: Yes ⊠ No □

Previous requests for Identical or Similar Action:

# of Response(s):

# of Veteran Business:

# of MWBE:

Bond Resolution No.:

Apprenticeship Program

Resolution/Law Number and Date: 348 of 2025

<u>DESCRIPTION OF REQUEST:</u> (state briefly why legislative action is requested) This \$152,999.30 transfer will be used to purchase of Z Vent Portable Ventilator.

Enter text.

Enter text.

Enter text.

Enter text.
Yes □ No □

#### **RESOLUTION NO. 348**

## AMENDING THE 2025 SHERIFF'S OFFICE BUDGET: SPECIALTY EQUIPMENT

Introduced: 9/8/25

By Public Safety Committee:

WHEREAS, The Sheriff has requested authorization to amend the 2025 Sheriff's Office Budget to purchase a new ambulance stretcher, now, therefore, be it

RESOLVED, That the 2025 Sheriff's Office Budget is hereby amended as follows:

					APPROPR	IATIONS				to the state of th
A	ccon	ו דע	<b>10</b> .	RESO	LUTION DESCRIPTION	INC	REASE	DE	CREASE	DEPARTMENT NAME
A9	3110	2	2800	SPECIAL	TY EQUIPMENT	\$	66,888		نوم رهدون و معادر والمعادر وال	SHERIFF'S OFFICE
Felfranson		n Passar a p		TOTAL A	PPROPRATIONS	\$	66,888			The control of the co
u	i in a market was part - part part	· · · · · · ·	·	Semestry, w. ordernapy successing rand	REVEN	IUES	n ang menang ang ang ang ang ang ang ang ang ang	Property and the second	o arta el 17 de Maios Mergo, califory el c	
Α	CCOU	4T h	10.	RESO	LUTION DESCRIPTION	INC	REASE	DE	CREASE	DEPARTMENT NAME
A	Α		00890	RESERVE	EMS AMBULANCE FUN	ID :		\$	66,888	
										<ul> <li>pr. com contracting and a term address in a supercombigue of speed approximate</li> </ul>
				GRAND T	DTALS	\$	66,888	\$	66,888	to the first service of the first service of the se

and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 9/8/25



DANIEL P. McCOY COUNTY EXECUTIVE

# COUNTY OF ALBANY DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION 112 STATE STREET, ROOM 1000 ALBANY, NEW YORK 12207-2021 (518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL PURCHASING AGENT

#### **MEMORANDUM**

TO:

Dennis Wood

Commander

FROM:

Pamela O Neill

Purchasing Agent

DATE:

October 7, 2025

RE:

RFB # 2025-135 Z Vent Portable Ventilator

I am in receipt of your recommendation to award the aforementioned to Zoll Medical in the amount of \$152,999.30.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.

RFB#2025-135				
Purchase of 2 Vent Portable Ventilator				
Bound Tree				
Item Description	Estimated Qty	Price Each	Total	MFG and item being bid
7 Vent Portable Ventilator. Basic item#8660-				
001400-01	8	\$6653.71/ea	\$53,229.68	
Adult Disposable Circuit, disposable,				resuscitation &
curcuit, EMV+ AEV, Eagle II 6 Foot lenth,				ventilation Item sold
Single Patient use (case of 15) Item#820- 0106-15	ო	\$409.65/cs	\$1,228.95	by case, 10/cs \$1,228.95 \$273.11/cs
Infant disnosable Circuit Disnosable Circuit				
EMV+ AEV, Eagle II, 6 foot length, Single				
Patient use (case of 20) Item#820-0107-20		NO BID	NO BID	
Adult Small BiTrac ED Mask with Standard				Pulmodyne BTM #313-
Headgreat Case of 10 Item#313-7028	2	\$23.43/ea	\$46.86	\$46.86 7028ea
	Control agreement of the control of			
Standard Loadeoar Case of 10 Hem#213				Pulmodyne RTM #313-
7029	2	\$23.43/ea	\$46.86	\$46.86 7029ea
Adult I grand Different ED March with Chanderd				Pulmodyne RTM #313-
Headgear Case of 10. Item#313-7030	2	\$23.43/ea	\$46.86	\$46.86 7030ea
				And the state of t
Filter, Bacterial/Viral (BV) Case of 50,				Teleflex LLC, BTM
ltem#465-0024-00	1	\$.88/ea	\$44.00	\$44.00 #2358-01605

RFB#2025-135				
Purchase of 2 Vent Portable Ventilator				
Bound Tree				
			•	MFG and item being
Item Description	Estimated Qty	Price Each	Total	piq
Ventilator Carrier (White) Eagle II Item#703-				Medtronic, BTM
0731-27	8	\$604.94/ea	\$4,839.52	\$4,839.52 #2421-25708
Zoll Venitalor Rescue Backpack G3				Statpack, Inc. BTM
Quicklook blue Item#8000-001468-03	8	\$212.75/ea	\$1,702.00	\$1,702.00 #2521-35007
			and the second s	
7. C. L.O. O.C. O				O-Two Medical Tech
1651 Luilg, Plastic / Silicolle Itellimozo-0152-	œ	\$52.19/ea	\$417.52	\$417.52 BTM 2421-12182
	And the second s			
	Makkan makkan ping may na makkan ping may na makkan ping makkan ping makkan ping makkan ping makkan ping makkan			Renew Biomedical
Service Plan-5 years at the time of sale-		3 year service plan		Services, Inc BTM #
Details as per SPC1 Item#8778-89005-WF-V	∞	\$3710.00/ea	\$29,680.00	\$29,680.00 4690-50983
InGage Regulator 0-25 LPM with 1 DISS CV-			1	
Light Blue Item#010-6000-204	8	\$63.59/ea	\$508.72	\$508.72 Meret BIM # 14288
				AND THE STREET TO A SERVICE STREET, ASSESSED.
			\$01 700 07	
	And the second s	Grand Total	15.05 1,156	
Vendors submitting equivalent products are t	o note on the bid f	to note on the bid form the make and model of each item	ch item	
Product literature shall be submitted with bid.				

RFB#2025-135				
Purchase of 2 Vent Portable Ventilator				The state of the s
Zoll Medical				
Item Description	Estimated Qty	Price Each	Total	MFG and item being bid
Z Vent Portable Ventilator, Basic item#8660-		00000	AC 441 704	10 001 100 0000
001400-01	8	\$10,838.88	\$86,/11.04	\$86,/11.04 20LL-8660-001400-01
Adult Disposable Circuit, disposable,				
curcuit, EMV+ AEV, Eagle II 6 Foot lenth,				
Single Patient use (case of 15) Item#820-	ć	4		16 2000 000 1101
0106-15	n	\$211.98	46.5.5.5.4	\$633,34 <u>CULL-620-UI00-13</u>
Intant disposable Circuit, Disposable Circuit, FMV+ AFV Fagle II. 6 foot length. Single				
Patient use (case of 20) Item#820-0107-20		\$320.47	\$320.47	\$320.47 ZOLL-820-0107-20
Adult Small BiTrac ED Mask with Standard				
Headgreat Case of 10 Item#313-7028	2	\$279.20	\$558.40	\$558.40 ZOLL-313-7028
Adult Medium, BiTrac Ed Mask with		P. A. C. A. L.		
Standard Headgear Case of 10 Item#313-		0000	04 OTT	0000 000
7029	7	07.677¢	04.00000	\$330.40 <u>2011-313-7029</u>
Adult Large, BiTrac ED Mask with Standard				
Headgear Case of 10, Item#313-7030	2	\$279.20	\$558.40	\$558.40 ZOLL-313-7030
Filter, Bacterial/Viral (BV) Case of 50,		1		
Item#465-0024-00	-	\$387.29	\$387.29	\$387.29 ZOLL-465-0024-00

RFB#2025-135			VORTONIA PROCEEDING WAS GATED ON THE STATE OF THE STATE O	
Purchase of 2 Vent Portable Ventilator	THE THE PROPERTY OF THE PROPER			
Zoll Medical				
Item Description	Estimated Qtv	Price Each	Total	MFG and item being bid
Ventilator Carrier (White) Eagle II Item#703-0731-27	8	\$378.99	\$3,031.92	\$3,031.92 20LL-703-0731-27
7oll Vanitalor Beccus Backnack G3				
Quicklook blue Item#8000-001468-03	8	\$232.90	\$1,863.20	\$1,863.20 ZOLL-800-001468-03
Test Lung, Plastic / silicone Item#820-0132-	80	\$156.78	\$1,254.24	\$1,254.24 ZOLL-820-0132-00
Service Plan-5 years at the time of sale-	(			ZOLL-8778-89005-WF-
Details as per SPC1 Item#8778-89005-WF-V	8	\$6,840.00	\$54,720.00	<b>A</b>
InGage Regulator 0-25 LPM with 1 DISS CV-				
Light Blue Item#010-6000-204	8	\$300.00	\$2,400.00	\$2,400.00 ZOLL-010-600-Z04
		Grand Total	\$152,999.30	
Vendors submitting equivalent products are t	o note on the bid f	to note on the bid form the make and model of each item	ch item	
Product literature shall be submitted with bid.	4			



269 Mili Road Chelmsford, MA 01824 978.421.9655 (main) 978.421.0015 (fax) zoll.com

# County of Albany

Proposal Due: September 25, 2025 at 11:00AM



zoll medical corporation and subsideries



269 Mill Road Chelmsford, MA 01824 978.421.9655 (main) 978.421.0015 (fax) zoli.com

September 25, 2025

County of Albany Pamela O Neill Purchasing Agent 112 State Street, Room 820 Albany, NY 12207

Re: RFB 2025-135: Purchase of Z Vent Portable Ventilator

#### Pamela O Neill:

ZOLL® Medical Corporation ("ZOLL") is pleased to respond to your Request for Bids for Purchase of Z Vent Portable Ventilator – RFB 2025-135.

ZOLL is focused on improving patient outcomes with "cutting-edge" resuscitation and acute critical care technology. Our family of products offers the most integrated system of clinical solutions for Fire and EMS services as well as complementary products and services to provide data integration and management. We understand the unique needs of first responders and for four decades have been committed to developing "leading-edge" resuscitation products with those needs in mind; to that end our proposal was developed by taking into consideration your needs, and we are pleased to offer our Z Vent® Portable Ventilator.

ZOLL® ventilators are designed with the user in mind. Removing the complexities of most portable ventilators, ZOLL ventilators provide on-screen prompts that enable clinicians to quickly and easily initiate efficient oxygenation and treatment to patients. ZOLL ventilators feature Smart Help™ technology to facilitate alarm resolution, as well as Masimo® pulse oximetry, for accurate SpO2 and pulse-rate readings.

Designed to be lightweight and energy-efficient, Z Vent is ideal for all types of transport: ground ambulances, critical care transports, and air transports. Weighing less than 10 pounds (4.5kg), with a battery runtime of 10 hours, Z Vent is the ideal portable ventilator supporting infants through adults. The ruggedized housing is built to military standards, withstanding the elements that EMS personnel may face on any given day. With an integrated energy-efficient compressor, Z Vent helps conserve oxygen during transports where every bit of oxygen counts. The Z Vent® ventilator is easy to use, portable, durable, and rugged.

We believe we have offered very compelling clinical reasons for the County of Albany to include ZOLL in its award decision and we are confident that ZOLL's clinically advanced technology would significantly improve clinical outcomes for the County of Albany. We are confident that our proposal is comprehensive and responsive. We respectfully request that you consider the Z Vent® Portable Ventilator device on the unique merits and benefits of each. Product specifications and brochures have been included for your review and evaluation in Sections 3 & 4 of our proposal.



Delivery timeline shall be 60-90 days from date of valid purchase order.

County of Albany is a member of Vizient CE7299 GPO Contract. Vizient features competitive prices on ZOLL defibrillators and related accessories, these discounted prices are available to you only under the terms and conditions of the Vizient CE7299 GPO Contract. If ZOLL is awarded this bid, the terms and conditions of the Vizient CE7299 GPO Membership exclusively apply and shall be incorporated by reference, with no additional terms added, unless as mutually agreed upon by the Parties. However, should County of Albany not be amenable to making purchases for the discounted prices provided in this bid submittal, the pricing provided in this submittal cannot be honored and ZOLL reserves the right to adjust the pricing accordingly and negotiate the final agreement terms and conditions. Additionally, ZOLL has included its redlines to Terms and Conditions listed in Section 2 of our proposal. If our redlines are not accepted, then Vizient T&Cs shall prevail.

Thank you for the opportunity to respond to this bid request. We stand ready to serve the needs of the County of Albany and look forward to the possibility of a long and mutually rewarding partnership. If you need further information or have any questions concerning this submittal, please do not hesitate to call me at +1 (978) 852-7761 or e-mail me at cardagna@zoll.com.

With Regards.

<u>Cody Ardagna</u>

Cody Ardagna Vent Territory Manager CA/IS

Enclosures



269 Mill Road Chelmsford, MA 01824 978,421.9655 (main) 978.421.0015 (fax) zo...com

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#### SECTION 2

Request for Bids Bid Document with ZOLL's redlines and signatures

#### SECTION 3

**Product Specifications** 

#### SECTION 4

Product Brochure

#### **SECTION 5**

**Product Warranty** 



# SECTION 1 Quote NO. Q-108437 V:6 with Signature Page



7011 MEDICAL CORPORATION AND SUBSIDARIES



**ZOLL Medical Corporation** 

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Quote No: Q-108437 Version: 6

Albany County Sheriff Department 58 Verda Drive Clarksville, NY 12041

ZOLL Customer No: 281217

Tim Playford (518) 655-7800

Quote No: Q-108437

Version: 6

Issued Date: September 23, 2025 Expiration Date: December 31, 2025 Terms: 2% discount if paid by within 10

days, full amount due net 30 days

FOB: Shipping Point Freight: Prepay & Add

Prepared by: Cody Ardagna Vent Territory Manager cardagna@zoll.com +1 9788527761

item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-19743	8660-001400-01	Z Vent® Portable Ventilator, Basic Includes: 1 each: Circuit, Vent, Single Limb, WYE, Adult/Pedi, 1 each: Circuit, Vent, Single Limb, WYE, Infant, 1 Assembly Oxygen Hose 6 inch Long, 2 each: Filter, Foam, Inlet, 1/2 inch dia X 108 inch Long, Individually Bagged, 2 each: Filter, Disk, Fresh Gas/Emergency Air Intake, Individually Bagged, 1 Power Cord, 6 inch 18AWG 3 SPT-2, NEMA 5- 15P, IEC60320-C5 (Check MFR), 1Power Supply, 100-240 VAC, 100W, 24V, 42A, IEC 320 & DTTL Plugs.	8	\$15,990.00	\$10,838.88	\$86,711.04
2	CH-19743	820-0106-15	Adult Disposable Circuit, Disposable Circuit, EMV+, AEV, Eagle II, 6 foot length, Single patient use, (case of 15)	3	\$308.00	\$211.98	\$635.94
3	CH-19743	820-0107-20	Infant Disposable Circuit, Disposable Circuit, EMV+, AEV, Eagle II, 6 foot length, Single patient use, (case of 20)	1	\$465.00	\$320.47	\$320.47
4	CH-19743	313-7028	Adult Small, BiTrac ED Mask with Standard Headgear, Case of 10	2	\$359.00	\$279.20	\$558.40
5	CH-19743	313-7029	Adult Medium, BiTrac ED Mask with Standard Headgear, Case of 10	2	\$359.00	\$279.20	\$558.40
6	CH-19743	313-7030	Adult Large, BiTrac ED Mask with Standard Headgear, Case of 10	2	\$359.00	\$279.20	\$558.40
7	CH-19743	465-0024-00	Filter, Bacterial/Viral (BV) (Case of 50)	1	\$560.00	\$387.29	\$387.29
8	CH-19743	703-0731-27	Ventilator Carrier (White), Eagle II	8	\$526.00	\$378.99	\$3,031.92



#### **ZOLL Medical Corporation**

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

#### Albany County Sheriff Department Quote No: Q-108437 Version: 6

item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
9	CH-19743	8000-001468-03	ZOLL Ventilator Rescue Backpack, G3 Quicklook Blue	8	\$282.00	\$232.90	\$1,863.20
10	CH-19743	820-0132-00	Test Lung, plastic/ Silicone	8	\$229.00	\$156.78	\$1,254.24
11		8778-89005-WF-V	Vent - Worry-Free Service Plan - 5 Years At Time of Sale	8	\$7,600.00	\$6,840.00	\$54,720.00
			Includes: Annual preventive maintenance, Lithiumion and coin battery replacement, and accidental damage coverage (see comments). Shipping and use of a Service Loaner upon request during device service, no charge shipping. Service Plan is a continuation of ZOLL Limited Product Warranty. <a href="https://doi.org/10.10/10.10/">https://doi.org/10.10/</a> Annual Product Warranty. <a href="https://doi.org/10.10/">https://doi.org/10.10/</a> Annual Product Warranty. <a href="https://doi.org/10.10/">https://doi.org/10.1</a>				
12		010-6000-Z04	inGage Regulator: 0-25 LPM, with 1 DISS CV - Light Blue	8	\$300.00	\$300.00	\$2,400.00

Subtotal:

\$152,999.30

Total:

\$152,999.30

Contract Reference	Description
CH-19743	Reflects Vizient Vent CE7299 Tier 1 EXT 2 contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Vizient Vent CE7299 shall apply to the customer's purchase of the products set forth on this quote.

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

- 1. Delivery will be made upon availability.
- 2. This Quote expires on December 31, 2025. Pricing is subject to change after this date.
- 3. Applicable tax, shipping & handling will be added at the time of invoicing.
- 4. All purchase orders are subject to credit approval before being accepted by ZOLL.
- 5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
- 6. All discounts from list price are contingent upon payment within the agreed upon terms.
- 7. Place your future accessory orders online by visiting the ZOLL web store.

# ZOLL

# **ZOLL Medical Corporation** 269 Mill Road

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Albany County Sheriff Department Quote No: Q-108437 Version: 6

Order Inform	ation (to be completed by the	e customer)
[ ] Tax E	Exempt Entity (Tax Exempt Ce	rtificate must be provided to ZOLL)
[ ] Taxa	ble Entity (Applicable tax will b	e applied at time of invoice)
BILL TO ADI	DRESS	SHIP TO ADDRESS
Name/Depar	tment:	Name/Department:
Address:		Address:
City / State /	Zip Code:	City / State / Zip Code:
Is a Purchase	PO Number:	rchase and/or payment of the products listed on this quotation?  PO Amount: rder must be included with this Quote when returned to ZOLL)
[ ] No	(Please complete the below	w section when submitting this order)
For organization warrants that s	ons that do not require a PO, Z the or he has the authority to b	OLL requires written execution of this order. The person signing below represents and ind the party for which he or she is signing to the terms and prices in this quotation.
Albany Co Authorized	ounty Sheriff Department Signature:	
Name:		
Title:		
Date:		



# SECTION 2 Request for Bids Bid Document with ZOLL's redlines and signatures



ZOLL MEDICAL CORPORATION AND SUBSIDARIES

## **COUNTY OF ALBANY**

# REQUEST FOR BIDS ALBANY COUNTY SHERIFFS OFFICE



#### RFB #2025-135

#### PURCHASE OF Z VENT PORTABLE VENTILATOR

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207

#### NOTICE TO BIDDERS -- ALBANY COUNTY REQUEST FOR BIDS #2025-135

Sealed Bids for Purchase of Z Vent Portable Ventilator as requested by Albany County Sheriff's Office will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, September 25, 2025.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at http://www.empirestatebidsystem.com starting by close of business (4:30 p.m.) on September 11, 2025

Pamela O Neill Purchasing Agent

Dated: Albany, New York September 5, 2025

PUBLISH ONE DAY – SEPTEMBER 11, 2025-- THE EVANGELIST PUBLISH ONE DAY – SEPTEMBER 11, 2025 -- THE TIMES UNION

# COUNTY OF ALBANY DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION 112 STATE STREET, ROOM 820, ALBANY, NY 12207 TELEPHONE: 518-447-7140/ FAX: 518-447-5588

Pamela.oneill@albanycountyny.gov

TITLE: Purchase of Z Vent Portable Ventilator RFB NUMBER: 2025-135

#### **Receipt Confirmation Form**

Please complete and return this confirmation form as soon as possible:

Pamela O Neill Purchasing Agent County of Albany 112 State Street, Room 820 Albany, NY 12207

# IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFB.

Company Name: ZOLL Medical Corporation		
Address: 269 Mill Road		- We dille - An else de la reda management de la reda esta de la reda de la r
City: Chelmsford	State: MA	Zip Code: 01824
Contact Person: Cody Ardagna	MAN M. M. Art. Albert on probability of appearance to the complete decomposition of the complete	
Title: Vent Territory Manager		
Phone Number: 978-852-7761 Fax Number:		E-Mail: cardagna@zoll.com
If a Bidders/Proposers meeting has been arranged f	/ □ No	please indicate if you plan to attend:
I authorize the County of Albany to send further cornature by the following method (check):		_
Fax Number: E-M	<sub>fail:</sub> bids@zoll	.com

# COUNTY OF ALBANY DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION 112 STATE STREET, ROOM 820 ALBANY, NY 12207

## **NON-BIDDER RESPONSE**

## RFB #2025-135 Purchase of Z Vent Portable Ventilator

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

	Could not meet specifications or Scope of Services.  Items or materials requested not manufactured by us or not available to our company.  Insurance requirements are too restricting.  Bond requirements are too restricting.  Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).  Project not suited to firm.  Quantities too small.  Insufficient time allowed for preparation of bid.  Other reasons; please state and define:
	or Name:ct Person:
Vendo	or Address:

Vendor Telephone:	

# COUNTY OF ALBANY REQUEST FOR BIDS GENERAL INSTRUCTIONS TO BIDDERS

#### BID DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <a href="http://www.empirestatebidsystem.com">http://www.empirestatebidsystem.com</a>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

#### SECTION 1: BID IDENTIFICATION

- 1.1 Title: Purchase of Z Vent Portable Ventilator
- 1.2 Requesting Department: Albany County Sheriff's Office
- 1.3 Bid Number: 2025-135

#### SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for Purchase of Z Vent Portable Ventilator as requested by Albany County Sheriff's Office.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

#### **SECTION 3: BIDDING DOCUMENTS**

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

#### **SECTION 4: SUBMISSION OF BIDS**

4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than 11:00am Thursday September 25, 2025, at the following address:

Pamela O Neill

Albany County Purchasing Agent

112 State Street, Room 820 Please make note of the new room number

Albany, NY 12207

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

#### SECTION 5: TERM OF BID

5.1 This will be one time purchase

#### SECTION 6: BID SECURITY

6.1 There will be no bid security requested for this bid.

#### SECTION 7: QUALIFICATION OF BIDDER

7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

#### SECTION 8: Section not in use

#### **SECTION 9: DISQUALIFICATION**

- 9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
  - (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.

- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.
- 9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
- 9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:
  - (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
  - (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
  - (c) If the bid is not accompanied by the bid security specified by the Albany County.

#### SECTION 10: Section not in use

#### SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

#### SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

#### **SECTION 13: EQUIVALENT GOODS**

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

#### **SECTION 14: SPECIFICATION CLARIFICATION**

14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Pamela O Neill Albany County Purchasing Agent 112 State Street, *Room 820* Albany, NY 12207 Telephone: (518) 447-7140 Facsimile: (518) 447-5588

Email: pamela.oneill@albanycountyny.gov

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

#### SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:
  - (a) the execution of a contract by Albany County; or
  - (b) the award of a purchase order by Albany County; or
  - (c) as otherwise rejected by Albany County.
- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:
  - (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
  - (b) Completeness of the bid; and
  - (c) Bidder's demonstrated capabilities and professional qualifications.
- 15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.
- 15.4The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

#### SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.21f, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

#### SECTION 17: AWARD OF BID

- 17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.
- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

#### **SECTION 18: PERFORMANCE BOND**

18.1 No Performance bond is requested for this bid.

#### SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
  - (a) Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
  - (b) Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined single timit for each accident because of bodily injury-siekness-or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of tangible property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile in connection with this agreement.
  - (c) General Liability Insurance: A policy or policies of comprehensive all-risk commercial general liability insurance with limits of not less than:

Liability For:

Combined Single Limit

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Property Damage Bodily Injury Personal Injury

\$1,000,000 \$1,000,000 \$1,000,000

Annual Aggregate

\$2,000,000

- 19.2 Each policy of insurance required shall be of form and content-evidenced by the certificate of insurance satisfactory to the Albany County Attorney.
  - (a) The <u>certificate of insurance policies-shall</u> name the County of Albany as <u>the certificate</u> holder, and Where loss is attributable to, the bidder shall be primary/non-contributory and shall include the County of Albany as an additional insured on all liability policies-under Commercial General Liability and Auto Liability with respect to ongoing operations performed by the bidder in connection with this agreement. The bid number must appear on-policy the certificate of insurance.
  - (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.
- 19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance a certificate of insurance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same-to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

#### SECTION 20: INDEMNIFICATION

20.1 The successful Bidder shall defend, indemnify and save-hold harmless the County, its employees and agents, from and against allany third partypartyall claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional actsact or omissions or intentional misconductomission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses that were directly caused by successful Bidder.

SECTION 21: REMEDY FOR BREACH

Commented [IS1]: Due to the number of requests received, ZOLL does not agree to endorse its insurance policies to provide notices to customers and other third parties.

Commented [IS2]: ZOLL's Legal proposed modifications to this section

Commented [IS3]: ZOLL does not accept liabilities for consequential damages.

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY-all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

Intentionally omitted.

#### SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destinationShipping Point.
- 22.2 Albany County operates a formal Purchase Order System. Under NO circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.
- 22.5 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee within ten (10) days of delivery to determine their conformity to specification, after which acceptance is to have occurred. No payment will be made for items or work not meeting specification.

22.6 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

#### **SECTION 23: CASH DISCOUNT**

- 23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.
- 23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt-date of invoice-or-final acceptance of the goods, whichever is later.

### SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such

Commented [IS4]: County of Albany is a member of Vizient. Vizient shall apply if County is receiving Vizient prices

Commented [IS5]: 60-90 days for delivery timeline

Commented [IS6]: ZOLL's policy is that customer will be allowed acceptance pending an inspection of the delivery within 10 days.

- officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

#### **SECTION 25: MACBRIDE PRINCIPLES**

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds,

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certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: Section not in use

#### SECTION 27: APPRENTICESHIP TRAINING PROGRAMS

Contractors on an Albany Construction Project with an anticipated total project cost of more than \$250,000 are subject to the following:

- A. In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003; Resolution No. 251 a of September 12, 2011 and Resolution No. 373 of August 13, 2018; together with Section 816 b of the New York State Labor Law, contractors of County construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$250,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed, at the time of bid date and prior to entering into a contract with Albany County.
- B. A bidder who submits a bid for a County construction contract for which the contract amount is \$250,000 or more shall submit with the bid package the following documents for each apprentice agreement intended to meet the requirements of Res. No. 373 for 2018:
  - (1). A copy of the current New York State Department of Labor (NYS DOL)
    "Apprentice Training Program Registration Agreement" (NYS DOL Agreement)
    issued to the bidder as a sponsor or issued to a NYS DOL apprenticeship sponsor with whom the bidder has an apprenticeship training agreement. AND
  - (2).If the bidder is not the named sponsor on the NYS-DOL-Agreement described in (a).-a-copy of the apprenticeship training agreement between the bidder and the named sponsor.
- C. Prior to entering into a construction agreement with Albany County, a contractor shall submit. Certificates of Completion showing that the contractor, or its sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be

Commented [IS7]: N/A - Construction

calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. If a contractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying its signatory status.

Note: Apprenticeship agreements which are in probationary status shall be exempt from the graduation requirement during the period of probationary status, and apprenticeship agreements in place as of August 13, 2018 which were in probationary status during the period preceding the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the graduation requirement for a period measured from the date of the apprenticeship program is registered with the New York State Department of Labor, plus the specific trade's program length, plus two years.

- D. The contractor shall submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and shall provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from its apprenticeship program.
- E. If a contractor utilizes a subcontractor on the project, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. The contractor shall submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to a subcontractor beginning work under the contract. If the subcontractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying the signatory status. Intentionally Omitted.

#### SECTION 28: Section not in use

#### SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to

discriminate against such individual in compensation or in terms, conditions or privileges of employment.

#### SECTION 30: Section not in use

#### SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

 Vizient CE7299 GPO Agreement, 2) the Agreement; 23) the RFB; 34) the Contractor's bid.

#### SECTION 32: NON APPROPRIATIONS CLAUSE

32.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

#### SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
  - (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
  - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

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(a) "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 NYS Finance Law Section 165-a (3)(b)."

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

- 33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: Section not in use

SECTION 35: Section not in use

### Albany County RFB#2025-135 Albany County Sheriff's Office

#### Purchase of Z Vent Portable Ventilator

#### **BID SPECIFICATIONS**

#### General

It is the intent of these specifications to describe a <u>ZOLL</u> ollZell-ZVent <u>Portible Portable</u> Ventilators for the Albany County Sheriff's Office.

All equipment must be new (not previously owned). The equipment furnished to this specification shall meet or exceed all requirements herein. Vendors quoting equivalent brand must submit with their bid submission all product literature and specifications for the manufacturing and model they are bidding.

The name of any manufacturer, trade name, manufacturer or vendor catalog number mentioned in specifications and proposal sheets is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any Mfg. which meets or exceeds the quality of the specifications listed for any item.

#### Item Description:

- ZVent Portable Ventilator, Basic Item#8660-001400-01
- Adult Disposable Circuit, Disposable Circuit EMV+ AEV, Eagle II 6ft length, Single Patient use (Case of 15) Item#820-0106-15
- Infant disposable circuit, disposable circuit, EMV+ AEV Eagle II 6 foot Length, single patient use (case of 20) Item#820-0107-20
- Adult Small Bi Tract ED mast with Standard headgear Case of 10, item#313-7028
- Adult medium BiTrac ED Mask with standard headgear Case of 10 Item#313-7029
- Adult large BiTrac ED Mask with Standard headgear Case of 10 Item#313-7030
- Filter Bacterial/Viral BV Case of 50 Item#465-0024-00
- Ventilator Carrier White Eagle II Item#703-0731-27
- ZOLLellZell-Ventilator Rescue Backpack G3 Quicklook Blue Item#8000-001468-03
- Test Lung, plastic/Silicone Item#820-0132-00
- Vent worry Free Service Plan 5 years, Item#8778-89005-WF-V Includes: Annual preventative
  maintenance, Lithium ion and coin battery replacement, and accidental damage coverage.
   Shipping and use of Service loaner upon request during device service, no charge shipping.
   Service plan is a continuation of Zoll Limited Product Warranty.
- InGage Regulator: 0-25 LPM with 1 DISS CV Light Blue Item#010-6000-204

Vendors submitting bids for other manufacturers shall submit with their bid product information to support equivalency.

#### **COUNTY OF ALBANY**

#### **BID FORM**

#### **BID IDENTIFICATION:**

Title: Purchase of Z Vent Portable Ventilator

Bid Number: 2025-135

#### THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent Albany County Department of General Services Purchasing Division 112 State Street, Room 820 Albany, NY 12207-2021

- The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
- 2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
- 3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
  - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

NIA

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

(b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding: and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

- 5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
- 6. The following documents are attached to and made a condition of this Bid:
  - (a) Non-Collusive Bidding Certificate (Attachment "A")
  - (b) Acknowledgment by Bidder (Attachment "B")
  - (c) Vendor Responsibility Questionnaire (Attachment "C")
  - (d) Iranian Energy Divestment Certification (Attachment "D")
- 7. Communication concerning this Bid shall be addressed to:

ZOLL Medical Corporation	Andrew Control of the	
269 Mill Road, Chelmsford, M.	\ 018 <b>24</b>	
Attn: Contracts		
Phone: +1 351 500-4920	Fax:	
E-mail: bids@zoll.com		

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

RFB#2025-135 Purchase of Z Vent Portable Ventilator				
Item Description	Estimated Qty	Price Each	Total	MFG and item being bid
Z Vent Portable Ventilator, Basic item#8660-001400-01	<b>∞</b>	\$10,838.88	\$ 86,711.04	ZOLL - 8660-001400-01
Adult Disposable Circuit, disposable, curcuit, EMV+ AEV, Eagle II 6 Foot lenth, Single Patient use (case of 15) Item#820-0106-15	æ	\$ 211.98	\$ 635.94	ZOLL - 820-0106-15
Infant disposable Circuit, Disposable Circuit, EMV+ AEV, Eagle II, 6 foot length, Single Patient use (case of 20) Item#820-0107-20	1	\$320.47	\$ 320.47	ZOLL - 820-0107-20
Adult Small BiTrac ED Mask with Standard Headgreat Case of 10 Item#313-7028	2	\$ 279.20	\$ 558.40	ZOLL - 313-7028
Adult Medium, BiTrac Ed Mask with Standard Headgear Case of 10 Item#313- 7029	2	\$279.20	\$ 558.40	ZOLL - 313-7029
Adult Large, BiTrac ED Mask with Standard Headgear Case of 10, Item#313-7030	2	\$ 279.20	\$ 558.40	ZOLL - 313-7030
Filter, Bacterial/Viral (BV) Case of 50, Item#465-0024-00	7	\$387.29	\$ 387.29	ZOLL - 465-0024-00

RFB#2025-135				
Purchase of Z Vent Portable Ventilator			ORACO	And the state of t
Company of the Compan	The state of the s			The second secon
Item Description	Estimated Qty	Price Each	Total	MFG and item being
Ventilator Carrier (White) Eagle II Item#703-0731-27	<b>&amp;</b>	\$ 378.99	\$ 3,031.92	ZOLL - 703-0731-27
Zoll Venitalor Rescue Backpack G3 Quicklook blue Item#8000-001468-03	00	\$ 232.90	\$ 1,863.20	ZOLL - 8000-001468-03
Test Lung, Plastic / silicone Item#820-0132- 00	8	\$ 156.78	\$1,254.24	ZOLL - 820-0132-00
Service Plan-5 years at the time of sale- Details as per SPC1 Item#8778-89005-WF-V	∞	\$ 6,840.00	\$54,720.00	ZOLL - 8778-89005-WF-V
InGage Regulator 0-25 LPM with 1 DISS CV- Light Blue Item#010-6000-204	8	\$300.00	\$ 2,400.00	ZOLL - 010-6000-204
		Grand Total	\$ 152,999.30	
Vendors submitting equivalent products are to note on the bid form the make and model of each item Product literature shall be submitted with bid.	o note on the bid f	orm the make and model of e	each item	

#### **BID FORM**

#### **BID IDENTIFICATION:**

COMPANY:

Title: Purchase of Z Vent Portable Ventilator

Bid Number: 2025-135

ADDRESS:	269 Mill Road
CITY, STATE, ZIP:	Chelmsford, MA 01824
TEL. NO.:	(800) 348-9011
FAX NO.:	978-421-0025
FEDERAL TAX ID NO.:	04-2711626
REPRESENTATIVE:	Kurt Sandstrom
E-MAIL:	esales@zoll.com & bids@zoll.com
SIGNATURE AND TITLE	Rub Dardytan VP/GM, EMS
DATE 9/23/	2025

**ZOLL Medical Corporation** 

## ATTACHMENT "A" NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

- A. 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 organizations, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Vice President/General Manager, EMS

Title

**ZOLL Medical Corporation** 

Company Name

9/23/2025 Date

#### ATTACHMENT "B" ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:		
STATE OF	)	
COUNTY OF	) SS.:	
On thisday of	An order commentation as proposed as beautiful as the comment	, 200, before me personally appeared and known to me to be the same person(s) described in and
who executed the within instrument, and	to me known a he (or they severally	nd known to me to be the same person(s) described in and ) acknowledged to me that he (or they) executed the same.
		Notary Public, State of
		Qualified in
If Corporation:		Commission Expires
STATE OF Massachusetts COUNTY OF Middlesex	) ) SS.:	
address) 269 Mill Road, Chelmsh Vice President/General Manager, El ZOLL Medical Corporation instrument; that he knows the seal of the that it was so affixed by order of the boa order.  CAITLIN K. BAILLARGEC Notary Public Commonwealth of Massachum My Commission Expires October 18, 2030  If Partnership:	ord, MA 01824  MS  to the known  ord, MA 01824  to the known  to the kno	, 20025, before me personally appeared who, being by me sworn, did say that he resides at (give title) of the (name of corporation) he corporation described in and which executed the above to the seal affixed to the instrument is such corporate seal; corporation, and that he signed his name thereto by like Notary Public, State of MA  Qualified in MA  Commission Expires 10/18/2030  Cauthor K. Ballargeon
STATE OF	) ) SS.:	Succession 11. participally
On theday of	known to be the inc	, 200, before me personally camelividual who executed the foregoing, and who, being duly
sworn, did depose and say that he / she is a / she has the authority to sign the same, a partnership.	a partner of the firm and acknowledged th	of and that he at he / she executed the same as the act and deed of said
		Notary Public, State of
	,	Qualified in
	1	Commission Expires



Sealed By: ZOLL Medical Corporation Sealed Time: 9/23/2025 12:26:14 PM PDT

#### ATTACHMENT "C" **ALBANY COUNTY** VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:						***************************************
☑ PRIME CONTRACTOR						
2. VENDOR'S LEGAL BUSINESS NAN ZOLL Medical Corporation			3. IDENTIFICATI a) FEIN # 04- b) DUNS # 05-	2711626	BERS	***************************************
4. D/B/A Doing Business As (if applica	ble) & COUNTY FIELD:		5. WEBSITE ADD		pplicable)	
6. ADDRESS OF PRIMARY PLACE OF	BUSINESS/EXECUTIVE OFFI	CE	7. TELEPHONE NUMBER		8. FAX NU	MBER
269 Mill Road, Chelmsford	d, MA 01824		(800) 348-90	)11	978-421	-0025
9. ADDRESS OF PRIMARY PLACE OF IN NEW YORK STATE, if different from		FICE	10. TELEPHONE NUMBER		II. FAX NU	JMBER
Name Cody Ardagna Title Vent Territory Manager Telephone Number (978) 852-77 Fax Number e-mail cardagna@zoll.com		Bid Market 11 - No Arri				
a) NAME	TITLE Owner	b) NAME		TITLE		
a) NAME Asahi Kasei Holdings U.S. Inc. c) NAME	TITLE	d) NAME		TITLE		
A DETAILED EXPLANATION IS REQUALTACHMENT TO THE COMPLETED THE COUNTY IN MAKING A DETERMINE QUESTION NUMBER.	OUESTIONNAIRE. YOU MU	ST PROVI	DE ADEQUATE DE	TAILS OR	DOCUMEN	TS TO AID
14. DOES THE VENDOR USE, OR I NAME, FEIN, or D/B/A OTHER name(s), Federal Employer Identif numbers were/are in use. Explain	THAN THOSE LISTED IN ITEM ication Number(s) or any D/B/A	<b>AS 2-4 ABC</b>	VE? List all other bu	siness nes or	☑ Yes See below	□ No
15. ARE THERE ANY INDIVIDUAL TO THE VENDOR, INCLUDING PAST ONE (1) YEARS HAVE SE	PRICIPAL OWNERS AND OF	GERIAL C FICERS, W	OR CONSULTING CA HO NOW SERVE OF	APACITY R IN THE		r-2 \.
a) An elected or appointed pub List each individual's name to, and dates of service	lic official or officer? , business title, the name of the or	ganization (	and position elected o	r appointed		☑ No
b) An officer of any political p List each individuals name with applicable service date	arty organization in Albany Coun, business title or consulting capers.	ity, whether acity and th	paid or unpaid? e official political pos	sition held	☐ Yes	☑ No

- 14. 1) ZOLL Data Systems 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021
  2) EMS Charts, Inc. 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021
  3) ZOLL Medical Corporation 269 Mill Road, Chelmsford, MA 01824
  4) ZOLL Circulation, Inc. 2000 Ringwood Ave., San Jose, CA 95131

16.	OR C OR M SHAI	IIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL ONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% IORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE RES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE WING OR CONTRACTING PROCESS:		
	a)	been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;	☐ Yes	☑ No
		2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;		
		3. entered into an agreement to a voluntary exclusion from bidding/contracting;		
		<ol> <li>had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</li> </ol>		
		<ol> <li>had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</li> </ol>		
		<ol> <li>had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</li> </ol>		
		<ol> <li>been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</li> </ol>		
		<ol> <li>been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</li> </ol>		
		<ol><li>had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</li></ol>		
entre de de la constante de la	b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business- related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes	☑ No
	c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:		_
		1. federal, state or local health laws, rules or regulations.	☐ Yes	☑ No
17.	IN TH JUDG AGEN	E PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES I HAD ANY CLAIMS, MENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL ICY?	☑ Yes	□ No
	juagm amoun	te if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, ent, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the tof the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate tus of each item as "open" or "unsatisfied."	See b	elow
18.	DURE	NG THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:		
		file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.	☐ Yes	☑ No
	b)	file returns or pay New York State unemployment insurance?  Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.	☐ Yes	☑ No
	<b>c</b> ) l	Property Tax Indicate the years the vendor failed to file.	☐ Yes	☑ No
19.	BANK REGAL Indicat and FE	ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR FILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY RUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES RDLESS OR THE DATE OF FILING?  e if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name IN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, pending or have been closed. If closed, provide the date closed.	☐ Yes	☑ No
20.	IT? Pro	VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO VE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST wide financial information to current the underlying the process of the process	Yes	☑ No
	RAUOR,	wide financial information to support the vendor's current position, for example, Current Ration, Debt Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an anding of the vendor's situation.		

17. In 2023 ZOLL settled a claim with the Department of Justice. ZOLL disclaims all liability and fault. In 2023, ZOLL received a citation from OSHA classified as "Serious." ZOLL has remediated the violation. Within the last five years, ZOLL has been the subject of investigations by governmental entities. None of those investigations have any relation to the subject matter of this contract.

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:  a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded:	☐ Yes	☑ No	
	Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

#### ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN#

State of: Mussathuset	
County of: Middlesex	) ss )

#### **CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering
  into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business ZOLL Medical Corporation Signature of Owner Multiple Address 269 Mill Road Printed Name of Signatory Kurt Sandstrom

City, State, Zip Chelmsford, MA 01824 Title Vice President/General Manager, EMS

Sworn before me this 23 day of SCP+ ,2025. Notary Public A Ballongeon

Printed Name
Print

Date

## Attachment "D" Certification Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
  - The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Vice President/General Manager, EMS

Title

9/23/2025 ZOLL Medical Corporation

Date

Company Name

#### **ZOLL MEDICAL CORPORATION**

#### SECRETARY'S CERTIFICATE

I, the undersigned Secretary of ZOLL MEDICAL CORPORATION, a corporation duly organized under the Massachusetts Business Corporations Act (the "Corporation"), DO HEREBY CERTIFY, in my capacity as Secretary and not individually, that:

- 1. Kurt G. Sandstrom is the Vice President, Business Segment General Manager of the Corporation.
- 2. In his capacity as Vice President, Business Segment General Manager, Mr. Sandstrom has the authority to sign sales contracts in the ordinary course of the Corporation's business.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 16th day of April, 2024.

ZOLL MEDICAL CORPORATION

By:

Aaron M. Grossman, Secretary

Attest



Sealed By: ZOLL Medical Corporation Sealed Time: 9/23/2025 12:26:14 PM PDT



# SECTION 3 Product Specifications



ZOLL MEDICAL CORPORATION AND SHASIDARIES

**Z** Vent®

## **ZOLL**.



#### Ready for the Streets

#### **Full Patient Range**

For patients from infant (> 5 kg BW) through adult

#### Light, Rugged, All-weather Device

Under 10 pounds (4.4 kg) yet rugged

#### Smart Help™ Feature

Guides operator through on-screen prompts, when responding to alarms

#### Intuitive Design

User-friendly, straightforward interface

#### Unprecedented Battery Runtime

No additional battery backup needed with a 10-hour battery run-time. Battery recharges to 90% in 2 hours.

#### **AWR** Certified

Airworthiness Release certified for use aboard U.S. Air Force and U.S. Army aircraft – both fixed-wing and rotor – during all phases of flight

#### MRI Conditional

Specially designed to meet the challenging requirements for patients who require magnetic resonance imaging (MRI)

ZOLL Medical Corporation Worldwide Headquarters 269 Mill Road Chelmsford, MA 01824 978-421-9655 800-804-4356

For subsidiary addresses and fax numbers, as well as other global locations, please go to www.zoli.com/contacts.

#### **Z Vent® Specifications**

#### **Clinical Specifications**

Operating Modes: AC, SIMV\*, CPAP and BL

Breath Target: Volume and pressure

#### Special Functions: Plateau

Pressure', Manuai Breath, Apnea Back Up, Oxygen in Use, Inverse Ratio

Flow Rate: 0 to 100 LPM @40 H,0

#### Breath Rate: 0 to 80 BPM

Tidal Volume: 50 to 2000 ml ATPD

+/- 10% of setting

Inspiratory Time: 0.1 to 5.0 seconds

I:E Ratio: 1:99 to 4:1

FiO2: 21 to 100% +/- 3% of full scale

+/- 10% of setting

PEEP: 0 to 30 cm H20

#### Peak Inspiratory Pressure (PIP):

10 to 80 cm H<sub>2</sub>0

Trigger Sensitivity: -6.0 cm to -0.5

cm H,O

Oxygen Input Pressure: 55 psig

(-25%; +20%) (380 kPa)

#### **Safety Specifications**

Airway Pressure High Limit: 20 to 100 cm H<sub>2</sub>O values

Airway Pressure Low Limit: Off, 3 to 35 cm H,0

**BPM High Alarm Limit:** Off, 2 to 99 **BPM Low Alarm Limit:** 2 to 40

**LED Status/Alarm Indicator:** Red, yellow, and green LCD/LED adjustable

#### Environmental

**Operating Voltages:** 100 to 240 VAC (50/60 Hz and 400 Hz) or 12.5

to 28.0 VDC

Operating Time: Internal battery 10

hours

#### Temperature Ranges:

Operating: -26° to 55°C (-14 to 131°F) with battery charging, battery discharge and AC power operation

Battery Charging: 0° to 45°C (32°

to 113°F)

**Long-term Storage**: -46° to 71°C (-50.8° to 159°F) Optimal storage

conditions

#### Ambulance:

DIN-EN 1789

#### **Airworthiness**

• RTCA/DO-160G

Altitude Compensation: -2,250 to 25,000 ft. (-685 to 7,620 meters)

#### Temperature and Humidity Testing: MIL STD 810F

Ingress Testing: MIL STD 810 F

#### Shock and Vibration Testing:

MIL SRD 810G

**Vibration Testing:** IEC 60068-2-6, ICE 60068-2-34, IEC 60068-2-36, IEC

60068-2-64

Shock Testing: IEC 60068-2-27 Altitude Testing: MIL STD 810F EMC Testing: MIL STD 461F Ingress Protection: IP54 (Dust

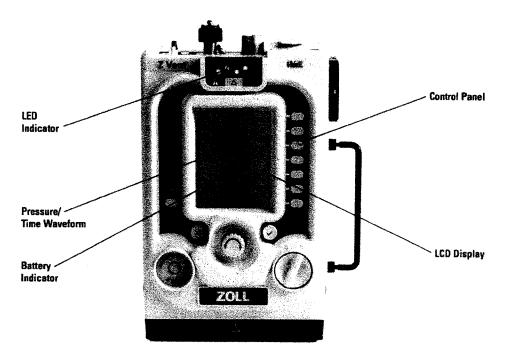
protected and splash-proof)

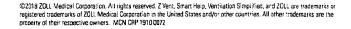
#### General

**Size:** 8.0" wide x 12.5" high x 4.5" deep (20.3 cm wide x 31.8 cm

Weight: 9.7 lbs (4.4 kg)

\*optional









# SECTION 4 Product Brochure



ZOLL MEDICAL CORPORATION AND SUBSIDARIES



# A PORTABLE VENTILATOR FOR EMS

portability delivering a full range of ventilation use. ? Yent offers unmetched durability and designed for pre-hospital and inter-haspital options in a device that's simple to use. 2. Vent is the ideal transport ventilator



Zivert reproves the searchboring value, order with pearly controlly variables. The Smart Halp" inclinely, creates were the analytic value on domin with simple superior in operators. In Sinder only world the national controlly. constituen, white a Fouch. Bus, and Carbon impeliates raches changing wongs and and case

Contestation adjuit anges fast for an illiting inust sponanceus breathing ceases, while husinosis 14th Sarkup leature automate offy servita et patriorie office his archanive or ablass nades 2 Vests Apre-a

# PORTABLE - GOES ANYWHERE YOU GO

ease, in care, this terrel companies encountry for hair had of the appear of more terrinos introdutes. And will be if it the terrel of the ter Washing in 9,7 points it 4 tg. 2 Ven a light and

# RUGGED - BEYOND MILITARY STANDARDS

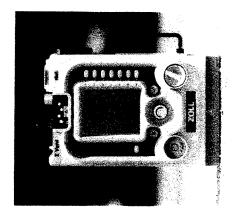
inserter clauses). Proc. o repuebble page of 22° C. o. 55° C (18° F.o.) (35° B. and is above in which and order their over 1 money, effects affers it to special or rands on that suppremitation see any soled to 4 does s resistant to dort dat, jelling water and challerying Cestoned to suppositively making standards. There

## MADE FOR FLIGHT

military consider that it brades in a contract and all ahara ali figili. Wali assurare ahasti cangrasana 2 Venirs designed to operare han 2,030 is 25,000 Nei Follois, Z030 isi 7 Newton on object for user object commercial and U.S.

neway bear ourselvand meny makes. We experied to medical and and second second







Crash texting

Supasses MR Standard 810F (fest Marked 519.4, Procedure 1) Suppress NA Standard 810F (Text Method 505.1, Procedure 1)

-28" to 55" Celsius (-18" to 131" Fabracheu) Z Vent Pating

28 dups from 120 centraliers (48 reches) on all surfaces.



# SECTION 5 Product Warranty



ZOLL MEDICAL CORPORATION AND SUBSIDARIES

## ZOLL.

**Warranty Matrix** 

#### **ZOLL LIMITED PRODUCT WARRANTY**

ZOLL Medical Corporation (ZOLL) warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions for the period of time set forth in the attached schedule. This warranty begins on the date of shipment from ZOLL's facility. During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. This warranty is not transferrable.

The foregoing warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied or qualified by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with applicable operating instructions or outside of the product's intended purpose, environment or setting. The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories (except to the limited extent set forth in this warranty), and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced product.

Repair or replacement constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the equipment, accessories or electrodes supplied hereunder.

Products cannot be returned without approval from ZOLL. The serial number of the returned device and a description of the defect must be provided. ZOLL reserves the right to charge shipping fees on returned items if not covered by warranty.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZOLL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

#### **GLOBAL LIMITED PRODUCT WARRANTIES**

PRODUCT		EMS		-photographic professional and a septiment of the second	A CONTRACTOR OF THE PROPERTY OF THE PARTY OF	Y/FEDERAL RNMENT		C SAFETY / NATE CARE
MONITORS/ DEFIBRILLATORS	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	Internationa
X Series*	1 year	1 year	5 years	1 year	5 years	1 year	5 years	N/A
R Series*	N/A	N/A	5 years	3 years	5 years	3 years	5 years	N/A
Propaq*	1 year	1 year	5 years	1 year	5 years	1 year	N/A	N/A
ZOLL M2®	N/A	1 year	N/A	1 year	N/A	N/A	N/A	N/A
VENTILATORS		publication of the purity of the section .	7					The same and appropriately to
Z Vent*	1 year	1 year	1 year	1 year	5 years	N/A	1 year	N/A
EMV+*	1 year	1 year	1 year	1 year	5 years	1 year	1 year	N/A
330 Multifunction Aspirator	1 year	1 year	N/A	N/A	5 years	1 year	N/A	N/A
bellavista®	N/A	N/A	1 year*	2 years	1 year*	2 years	1 year*	2 years
3100	N/A	N/A	1 year	1 year	1 year	2 years	N/A	N/A
LTV®	1 year**	1 year**	1 year**	1 year**	1 year**	2 years**	1 year**	1 year**
fabian®	N/A	N/A	2 years***	2 years	2 years***	2 years	N/A	N/A
MECHANICAL CPR	A DESCRIPTION OF THE PARTY OF T	- Marie - Commission - Commissi	#				Bergeren in Maline	and the sale is a second secon
AutoPulse*	1 year	1 year	1 year	1 year	1 year	1 year	1 year	N/A
AutoPulse* NXT	1 year	1 year	1 year	1 year	1 year	1 year	1 year	N/A
ResQPUMP*	1 year	1 year	N/A	N/A	1 year	1 year	N/A	N/A
PRODUCT		EMS			TO SHARE A CONTROL OF THE PARTY	Y / FEDERAL ERNMENT		C SAFETY / NATE CARE

PRODUCT	EMS		PRODUCT EMS				CONTRACTOR AND ADDRESS OF THE	Y / FEDERAL ERNMENT		SAFETY / NATE CARE
AED'S & Trauma Kits	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International		
AED Plus*	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years		
AED Pro*	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years		
ZOLL AED 3*	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years		
Powerheart* G5	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years		
Mobilize™	N/A	N/A	N/A	N/A	N/A	N/A	1 year	N/A		

ADD 2 YEARS ADDITIONAL WARRANTY FROM SHIP DATE WITH AED REGISTRATION Registering ZOLL AED Plus, Powerheart, and ZOLL AED 3 devices provides two additional years of warranty (not applicable in Japan).

PRODUCT	UCT EMS				MILITARY / FEDERAL GOVERNMENT		PUBLIC SAFETY / ALTERNATE CARE	
TEMPERATURE MANAGEMENT	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
Thermogard XP*	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A
Thermogard HP*	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A
SUPERSATURATED OXYGEN THERAPY	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
TherOx*	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A

<sup>\* 2</sup> year Product Warranty in Canada \*\*Or 8,800 hours, whichever comes first

<sup>\*\*\*</sup>Available in Canada only

#### **GLOBAL LIMITED PRODUCT WARRANTIES**

		BATTERIES	
MONITORS/ DEFIBRILLATORS	Part Number	Description	Warrant
X Series*	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
R Series* and ZOLL M2	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
Propaq*	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
VENTILATORS			
Z Vent*	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12-Cell Conditioned	90 days
EMV+*	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12-Cell Conditioned	90 days
LTV®	19333-201	Power manager, SprintPack with cable protector	6 months
LTV®	19444-001	Battery, SprintPack	6 months
MECHANICAL CPR			
AutoPulse*	8700-0752-01	Lithium-lon Battery	
AutoPulse® NXT	8700-001012-01	AutoPulse NXT Lithium-Ion Battery	1 year
AEDs			
AED Plus*	8000-0807-01	Type 123 Lithium Batteries	N/A
AED Pro*	8000-0860-01 8019-0535-01	Non-Rechargeable Lithium Battery Pack SurePower™ Rechargeable Lithium-Ion Battery Pack 1 year	
ZOLL AED 3°	8000-000696	Lithium Manganese Dioxide Battery Pack	
Powerheart® G3 Pro	9145-301	Intellisense* Lithium Battery 90	
Powerheart® G3 Plus	9146-302	Intellisense* Lithium Battery	
Powerheart* G3 Elite	9146-702	Intellisense* Lithium Battery	90 days*
Powerheart® G5	XBTAED001A	Intellisense® Lithium Battery	90 days*

#### **GLOBAL LIMITED PRODUCT WARRANTIES**

CHARGERS				
Part Number	Description	Warranty		
8200-00010-01	SurePower™ Single Bay Charger	1 year		
8050-0030-01	SurePower™ Charger Station	1 year		
8300-0500-01	SurePower™ Charger Station w/Charger Adaptors	1 year		
8700-0753-01	AutoPulse® Battery Charger, U.S., Multi-Chemistry	1 year		
8700-001071-01	AutoPulse® NXT Charger, North America	1 year		
8911-000290-01	Mobilize® Refill, Item PC, Tablet Charger	90 days		

ACCESSORIES			
Product	Description	Warranty	
X Series* R Series* Propaq*	SPO2 Cables and Sensors	9 months	
X Series*	Masimo Rainbow* EMS RC-4 Patient Cable (8000-001392)	2 years	
R Series*	Mainstream – CAPNO 5 CO2 Sensor and Cable (8000-0312) Sidestream – CAPNO 5 LoFlo CO2 Module (8000-0367)	Limited lifetime warranty (Original purchaser only)	
Thermogard*	Catheters / Start-Up kits / Guidewires	6 months	
Thermogard*	Surface products: / Surface Start-Up kits / Surface Pads	6 months	
TherOx® SSO <sub>2</sub>	Catheters and Cartridges	Warranty is valid through the shelf life date stated on the packaging.	
ZOLL M2®	Accessories / Electrodes / Other Cables	90 days	
bellvista® LTV® fabian® 3100	Accessories	90 days	
All AEDs	Accessories	90 days	

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