

Sussex County Government



Request for Proposal

For

Emergency Medical Services Cardiac Monitors

Date Issued: March 7, 2025

Proposal Submission Deadline: 1:00pm EDT on March 24, 2025

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Invitation To Bid

Sussex County Government will receive sealed competitive proposals (“Bid”) for the purchase of Cardiac Monitors for use by our Emergency Medical Services Department. Sealed bids must be received by Sussex County Government, c/o Kristen McAfee, Manager of Logistics, Sussex County Department of Public Safety, 21911 Rudder Lane, Georgetown, DE 19947, until 1:00 p.m., local time, on March 24th, 2025. To be considered, price proposals must be submitted in writing and respond to the items outlined in the request for proposal (RFP). Proposals will be evaluated on the following criteria: Monitor adherence to specifications, committee feedback, ergonomic assessment, price and warranty.

Interested parties must submit two (2) written proposals to the Sussex County Government, Attention: Kristen McAfee, Manager of Logistics, Sussex County Department of Public Safety, 21911 Rudder Lane, Georgetown, DE 19947, by 1:00 p.m., March 24, 2025, at which time the proposals will be publicly opened in the Public Safety Building EMS Conference Room and read aloud with recording only the name of the respondent(s). All other information shall be confidential.

The request for proposals may be obtained by visiting Sussex County’s website <http://www.sussexcountyde.gov/legal-notices/bids>. Questions shall be directed to Kristen McAfee B.S. NRP at 302-620-9542 or kristen.mcafee@sussexcountyde.gov. If necessary, an addendum will be issued to address questions received.

A formal pre-bid will not be held. If the responding vendor deems any portion of its response to contain trade secrets, proprietary or other confidential information, it shall isolate and identify in writing the confidential portions, together with a statement in support of its designation as such. The submission shall be confidential until the bid has been awarded and a contract has been executed. Thereafter, all submissions shall be open to public inspection.

In its sole discretion, Sussex County Government reserves the right to extend the time and place for opening bids from that described in the advertisement by providing not less than two (2) calendar days’ notice, by posting an addendum on the Sussex County website. Sussex County reserves the right to waive irregularities and reject any or all bids.

Bid Specifications

Sussex County Background

The Sussex County EMS Department operates a full-time career, county-wide advanced life support service with 12 strategically located stations throughout the county. Eight stations are staffed with two paramedics, the remaining stations are staffed with one. All operate in the chase car model. In addition, two supervisors are always on duty.

Purposes and Desired Outcomes of the Request for Proposals

The purpose of this Request for Proposals (RFP) is to inform qualified and interested offerors of the opportunity to provide Sussex County with Pre-Hospital Cardiac Monitors for Sussex County EMS. Sealed proposals are requested by Sussex County.

The County's objective is to solicit proposals for Cardiac Monitors in accordance with this RFP. Following review and evaluation of all proposals, it is the County's intent to enter into an agreement with the offeror that can provide the most advantageous proposal for Cardiac Monitors and provide the best solution and support system for Sussex County EMS Department's current and future needs.

The following specifications outline the minimum requirements of the proposed service. They are provided to assist Offerors in understanding the objectives of the County and preparing a thorough response. Proposals received should reflect in detail the inclusion of these minimum requirements and to the degree provided. Offerors may propose methodologies which meet the "spirit" of the listed requirements but shall clearly note any exceptions to the minimum requirements.

Calendar of Events and RFP Communications

Advertisement of RFP	March 7, 2025
Proposal Due Date	March 24, 2025
Estimated Notice of Award	March 26, 2025

Inquiries/Communications

Sussex County will accept questions regarding the RFP only through the following email address: kristen.mcafee@sussexcountyde.gov. Questions must be received by 1:00pm local time on Friday March 14th, 2025.

Communication Restrictions

From the release of the RFP until a contractor is selected, Offerors shall only communicate regarding the project in question with Sussex County officials or others working on the project through the email address designated for such purposes. Sussex County reserves the right to disqualify Offerors for unauthorized communication, but Sussex County reserves the right to contact Offerors after receipt of proposals for clarification of any items within the proposal. Sussex County shall open any and all proposals received in a manner that prevents the disclosure of contents of competing offers to competing Offerors.

Device/Services Requirements

The following specifications outline the minimum requirements of the proposed devices and services. They are provided to assist Offerors in understanding the objectives of Sussex County and submitting a thorough response. Proposals received must meet these minimum requirements. Offerors may propose alternatives that meet the “spirit” of the listed requirements but shall note that the proposed devices and services that meet, or most closely meet, the specifications will be recommended for award within the listed selection criteria. The successful proposer shall provide a service that:

1. Provides an FDA approved Cardiac Monitor in the Pre-Hospital setting with a minimum of the following requirements.
 - A. Electrocardiogram Monitoring
 - a. Capable of providing basic cardiac rhythm monitoring
 - b. Capable of providing diagnostic quality 12-lead ECG
 - c. Display screen that shows current Heart Rate, Blood Pressure, Respiratory Rate, SPO2, Pleth Waveform, ECG waveforms, ETCO2 waveform and numeric value
 - d. Current time display
 - e. User performed self-test to include energy delivery test
 - f. Data transmission capability via internal or external Modem (minimum of Wi-Fi capability)
 - g. All cables and supplies:
 - i. Limb lead cable
 - ii. 12-lead cable
 - iii. SPO2 Cable and Finger Probe
 - iv. Carbon monoxide Cable and Finger Probe
 - v. Electrical therapy cable
 - B. Carrying case with applicable storage compartments, shoulder strap, and handle for each monitor
 - C. External pacer
 - a. Continuation of cardiac pacing if limb lead is disconnected
 - b. Provide pacing with user selected rate and mA
 - c. Pace via handsfree pads
 - d. Allow for underlying rhythm interpretation
 - D. Defibrillator
 - a. Provide defibrillation via handsfree pads
 - b. Provide energy level selection following AHA guidelines for neonatal, pediatric, and adult patients
 - E. Synchronized Cardioversion
 - a. Provide cardioversion via handsfree pads
 - b. Provide energy level selection following AHA guidelines for neonatal, pediatric, and adult patients

- F. Pulse oximetry
 - a. Must work in bright light
 - b. Indicated for use on neonatal, pediatric, and adult patients
 - c. Work with reusable and single use/disposable finger probes

- G. Carbon monoxide oximetry
 - a. Must work in bright light
 - b. Unit must be indicated for use on neonatal, pediatric, and adult patients
 - c. Work with reusable and single use/disposable finger probes

- H. Non-invasive blood pressure
 - a. Use for neonatal, pediatric, and adult patients
 - b. Work with reusable and single patient use/disposable BP cuffs
 - c. Display Mean Arterial Blood Pressure (MAP)
 - d. Automatic Interval to be user selectable

- I. Alarms- Audible and Visual
 - a. VF/VT
 - b. Apnea
 - c. Ability for user to silence/suspend alarms
 - d. Low battery Alarm

- J. Printing
 - a. ECG Rhythm Strip Tracings
 - b. Diagnostic Quality 12-lead ECG
 - c. Treatment Summary
 - d. Trend Summary
 - e. Event Summary

- K. Event Markers
 - a. Agency definable event/medication/treatment markers
 - b. Exportable to ImageTrend and QA/QI software

- L. End tidal carbon dioxide monitoring
 - a. non-intubated patients
 - b. intubated patients
 - c. On screen continuous waveform display
 - d. ETCO2 numeric display
 - e. Unit must be indicated for use on neonatal, pediatric, and adult patients

- M. Data file export capability into review QA/QI software to include:
 - a. Heart Rate
 - b. Respiratory Rate
 - c. Blood Pressure
 - d. Event Markers
 - e. ECG Rhythm- continuous
 - f. 12-Lead ECG waveforms
 - g. SPO2 waveforms
 - h. ETCO2 waveforms
 - i. Chest Compressions

N. Power Supply

- a. 2 Extra batteries or battery sets per device
- b. Ability to operate/charge off AC power supply
- c. On screen display of battery capacity
- d. On screen display/warning of low battery power

O. Data Importation into ImageTrend - The cardiac monitor must be capable of importing data from cloud storage and/or the device into ImageTrend.

P. CPR Metronome

2. Provide a price list on the following accessories indicating the duration the prices will remain valid (120 day minimum)
 - AC Power Supply
 - Battery Charging Station
 - Vehicle Mount/Bracket
3. Provides initial on-site training and education for Sussex County EMS providers to include at minimum the below sessions. Topics, objectives, and methodology will be agreed upon by SCEMS Quality & Standards Division.
 - Four shift trainings scheduled for 8 hours each day with estimated 30 paramedics.
 - One Field Training Officer training scheduled for 4 hours with estimated 25 paramedics
 - One training/ education in data collection (see below) training scheduled for 4 hours estimated ten paramedics
4. Provides the licensed software capabilities for the SCEMS clinical team to evaluate run data in a CQI format
 - Offeror must provide an overview and training of this program as part of the onsite education.
5. Provides Manufacturer Device Asset Management Software for 5 years
6. Provides extended warranty for 5 years with on-site repair, provide the details of the extended warranty or service contract, to include, at minimum
 - Expected on-site arrival time
 - Loaner configured to SCEMS set up
 - Shipping costs
 - Discounts associated on non-covered repairs, accessories
 - Preventive maintenance and upgrades will be part of this contract

7. Are there any known devices or enhancements directly related to this RFP that are in the FDA approval process that may become available during the first year of deployment. If so, state whether there would be any costs associated in a one-for-one exchange if the device or enhancement is FDA approved within one-year of deployment.
8. Provides the necessary means to interface between Delaware patient care reporting system (ImageTrend) and the Offeror's devices.

Offeror's General Requirements

1. Identify the cost your company will charge Sussex County for purchase of forty-seven (47) Cardiac Monitors purchased over two fiscal years
 - (23) monitors purchased at time of award
 - (24) monitors purchased in July 2025
2. Identify the trade in value of the current Cardiac Monitors currently owned by Sussex County.
 - For a list of current monitors, please contact Logistics Manager Kristen McAfee, contact information below
3. Describe the business structure of your company (corporation, LLC, partnership, etc.).
4. Provide a statement of compliance with the Health Insurance Portability and Accountability Act (HIPAA) with a summary of training given to employees relative to HIPAA and any compliance policy.
5. Provide a statement on company letterhead that to the best of your knowledge, you are not now or have ever been the subject of any Federal or State investigation involving fraudulent or inaccurate billing practices. Please disclose if your company has ever been subject to an Office of Inspector General (OIG) audit or if your company has been party to a lawsuit in the last five (5) years and the outcome of the investigation. Also, please submit any previous names you have operated under.
6. Provide a complete timeline detailing the implementation to ensure completion of the startup process.

Evaluation of the Proposal

This RFP is being conducted in accordance with the procedures for competitive sealed proposals. Sussex County will weigh five (5) factors to determine which offeror submits the proposal determined to be the most advantageous to Sussex County. Proposals will be scored based on the allocation of points shown below.

Mandatory Requirements.

Proposals that do not contain all information and documents required in the RFP will be determined to be non-responsive as failing to meet the basic requirements of the RFP.

Five Key Factors for Contract Award

Factor	Weight
1. Monitor adherence to specifications See Section 1 above	25 points
2. Committee feedback Paramedic feedback based on simulation scenarios and real-world patient use to include ease of use, screen visibility/functionality, portability, battery performance, waveform clarity, speed/ease of setup, data connectivity/transmission, durability, overall experience	20 points
3. Ergonomics assessment Weight, ease of loading in/out of vehicle, lifting/moving with patients	10 points
4. Price	25 points
5. Warranty	20 points
TOTAL CRITERIA WEIGHT	100 points

Evaluation Team(s)

A selection committee established by Sussex County EMS will evaluate the proposals. The composition will remain consistent for all responses and the selection committee will be responsible for documenting and tabulating the scores for all responses.

Evaluation Approach

Sussex County shall evaluate all proposals received and rank the offerors based upon the evaluation factors specified above. Sussex County EMS may select one or multiple offerors with which to hold additional discussions based upon the evaluation factors specified above. Sussex County shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions. Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by Sussex County. Based upon a review of the proposals and potential additional discussions with a select offeror, Sussex County shall enter into contract negotiations with the highest ranked offeror. Sussex County shall review the apparent best proposal contract(s) and both parties must agree to the terms and conditions. Sussex County shall engage in contract negotiations with only one (1) offeror at a time. Failure to agree upon the terms and conditions shall eliminate the proposal from further consideration. Requests by Sussex County for clarification of proposals shall be in writing. Said requests shall not alter the offeror's pricing information contained in its proposal. If negotiations with the highest ranked offeror fail, negotiations with this offeror shall be terminated, and Sussex County may enter contract negotiations with the next

highest ranked offeror. This process may continue until a contract is successfully negotiated. Sussex County reserves the right to accept all or specific parts of the submitted proposal.

The request for proposals may be obtained by visiting Sussex County's website <http://www.sussexcountyde.gov/legal-notices/bids>. Questions shall be directed to Kristen McAfee B.S. NRP at 302-620-9542 or kristen.mcafee@sussexcountyde.gov. If necessary, an addendum will be issued to address questions received.

A formal pre-bid will not be held.

In its sole discretion, Sussex County Government reserves the right to extend the time and place for opening bids from that described in the advertisement by providing not less than two (2) calendar days' notice, by posting an addendum on the Sussex County website.

Instructions to Bidders

Submission of Proposals

Sussex County Government will receive sealed competitive proposals (“Bid”) for the purchase of cardiac Monitors. Sealed bids must be received by Sussex County Government, c/o Kristen McAfee, Manager of Logistics, Sussex County Department of Public Safety, 21911 Rudder Lane, Georgetown, DE 19947, until 1:00 p.m., local time, on March 24, 2025. Immediately following, the proposals will be publicly opened in the Public Safety Building Classroom, read aloud with recording only the name of the respondent(s). All other information shall be confidential.

Each Bid shall be completed on the forms provided and submitted in a sealed envelope addressed to the Sussex County Government at the above address. Each sealed envelope containing a Bid shall be plainly marked on the outside with “Bid for Sussex County EMS Cardiac Monitor Purchases,” and bear the name and address of the respondent. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral, telegraphic, electronic, or telephonic bids are invalid and will not receive consideration. Bids submitted by mail shall be enclosed in an outer envelope, similarly endorsed, and addressed to Sussex County. Bidders may bid on any or all specifications and should indicate “NO BID” on his or her Bid Form for any specification on which they chose not to bid. All Bidders shall state delivery time and cutoff build date for current model year as part of their bid proposal. Bidder must indicate the EMS Cardiac Monitor that will be provided for each specification for which they are submitting a bid.

Each Bidder shall submit an original completed, signed copy of the Bid Form. Each Bidder shall enter amounts for all Lump Sum Prices, Contingent Unit Prices, Alternate Prices, and the Total Base Bid, where designated on the Bid Form. Failure to comply may be cause for rejection. No allowances, segregated Bids or assignments will be considered. State all amounts in numerical figures. Any alterations or erasures must be initialed by the Bidder. All entries must be ink or typewritten. A Bidder shall make no additional stipulations on the Bid Form nor qualify his Bid by attachments or any other matter. Stipulations or qualifications will be subject to rejection.

If the Bidder is an individual, each copy of the Bid Form shall be signed by the individual himself, under his business name. If the Bidder is a partnership, each copy of the Bid Form shall be signed by an authorized partner, under the name of the partnership. If the Bidder is a corporation, each copy of the Bid Form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed. If the

Bidder is a limited liability company, each copy of the Bid Form shall be signed by the authorized Managing Member(s).

Other Bid Forms

Each Bid must be accompanied by the completed, signed, and witnessed Certification of Bidder. In addition, any other Bid Forms included in the packet shall be fully completed in accordance with the instructions on the forms.

Information Regarding Bids

The Contract Documents contain the provisions required for the Purchase. Information obtained from an officer, agent, or employee of Sussex County, or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the contract.

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Sussex County Government. Any inquiry received five (5) days or more prior to the Bid Opening date will be given consideration. Every interpretation to a Bidder will be made in the form of an addendum to the contract documents. In addition, all addenda will be issued to each recorded holder of the Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become a part of the Contract, and all Bidders shall be bound by such addenda. Bidders shall acknowledge receipt of all addenda on the Bid Form. Failure to do so will result in Bid rejection.

Late Proposals or Late Withdrawals

A Bid received after the closing date and time for receipt of proposals is late and shall not be considered.

No Bidder shall be permitted to make a modification to its original Bid for a minimum of sixty (60) days.

A modification of a Bid resulting from an amendment issued after the closing date and time for receipt of proposals or a modification of a proposal resulting from discussions during negotiations shall be considered if received by the closing date and time set forth in the amendment or by the closing date and time for submission of best and final offers, whichever is applicable. If the modifications described in this subsection are received after the respective date and time described in this subsection, the modifications are late and shall not be considered.

Sussex County Government expressly reserves the right to reject any or all Bids received and/or waive informalities, minor defects and/or reject a particular Bid or all Bids. Any Bid may be withdrawn prior to the above scheduled time for Bid Opening. Bids submitted after the time specified for the Bid opening will not be considered and will be returned unopened. Bids may not be withdrawn within sixty (60) days after the Bid Opening, unless a request to withdraw is granted in accordance with Title 29, Chapter 69 of the Delaware Code. Should there be a reason for not awarding the Contract to the highest ranked responsive Bidder within sixty (60) days, the time may be extended by mutual agreement between Sussex County Government and the Bidder.

A Notice of Award will be issued to the responsive Bidder with the highest weighted evaluation score. The successful Bidder is required to execute the Agreement and provide a Certificate of Insurance within twenty (20) calendar days from the date of delivery of Notice of Award. The appropriate Agreement and forms will accompany the Notice of Award. If the Bidder fails to execute the Agreement as specified within 20 calendar days, the next responsive Bidder with the next highest weighted evaluation score shall then be considered the successful responsive Bidder and the Contract will be awarded to him/her. Should this Bidder default, the next highest weighted score Bidder shall be considered and so on. Bidders who are rejected under this section shall be notified in writing about the rejection. The reasons for the rejection shall be stated in the determination. Each Bidder shall be evaluated for responsibility prior to award which may include factors such as the Bidder's financial, physical, personnel, or other resources including subcontracts; Bidder's record of performance or integrity; whether Bidder is qualified legally to contract with the County; and whether the Bidder has supplied all necessary information concerning its responsiveness. If Sussex County Government determines that a Bidder is nonresponsive or non-responsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be promptly sent to the affected Bidder.

Non-Discrimination

The Bidder in performing the work furnished by this Contract or furnishing the equipment or services provided herein shall not discriminate against any person seeking employment with or employed by him/her because of race, creed, color, or national origin.

Bid Form

To: Sussex County Government

For: Sussex County Cardiac Monitor for Purchase

Bidder Acknowledgements

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

Confidentiality

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder's claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

Basis of Bid

This Bid includes all other applicable taxes and fees. The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Bid Form (continued)

Dated:

(IF AN INDIVIDUAL, PARTNERSHIP, LLC, OR NON-INCORPORATED ORGANIZATION)

Name of Business _____

Signature of Bidder _____

By _____

Business Address _____

Name and Address of Members

(IF A CORPORATION)

Name of Business _____

Signature of Bidder _____

By _____

Business Address _____

Incorporated under the laws of the State of _____

President's Name _____

(Address) _____

Secretary's Name _____

(Address) _____

Treasurer's Name _____

(Address) _____

Affix Corporate Seal

Bid Schedule

Cardiac Monitor Brand Name _____

Cardiac Monitor Model _____

Delivery Time _____

Cutoff Date for Ordering _____

Base Bid

Item	Description	Total Price
1	Furnish 47 Cardiac Monitors	\$
2	Furnish 47 Cardiac Monitor Cases with storage compartments, shoulder straps, handles	\$
3	Furnish 47 sets of all patient monitoring and therapy cables (One set per device)	\$
4	Provide 3 sets of batteries per device	\$
5	Provide 47 data transmission modems (if not built into the device)	\$
6	Provide 47 defibrillation load test devices if recommended	\$
7	Provide data review QA/QI software/access for 5 years	\$
8	Provide 5-year extended warranty for all devices	\$
9	Provide device management software for 5 years	\$
7	Training hours specified above	\$
8	Delivery / Shipping charge	\$
	Total Bid	\$

Certification of Bidder

The undersigned Bidder, _____ on the _____ day of _____, 20_____, for Sussex County Cardiac Monitors acknowledges:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Corporate Seal

Signature of Bidder _____

By _____

Attest: _____ Secretary Sworn and subscribed before me on this _____ day of _____, 20_____.

My commission expires _____

Notary Public _____

Agreement

THIS AGREEMENT, made this ____ day of _____, 20____, by and between Sussex County, a political subdivision of the State of Delaware, hereinafter called "Owner", and _____, doing business as (an Individual) or (a Partnership) or (a Corporation), hereinafter called "Vendor". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The VENDOR shall commence and supply the Sussex County EMS Cardiac Monitor Purchase(s)
2. All capitalized terms herein and throughout the Contract Documents shall have the same meaning as defined in the General Conditions.
3. The Vendor shall furnish all of the Equipment in accordance with the requirements of the Contract Documents ("Work").
4. The Vendor shall supply all of the materials and equipment necessary as described in the Contract Documents and shall supply same in accordance with the prices quoted in Vendor's bid schedule.
5. The term "Contract Documents" means and includes the following, which are herein incorporated into this Agreement by reference:
 - A. Invitation to Bid;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Any other forms included in the packet furnished to Bidders;
 - E. General Conditions;
 - F. Technical Specifications;
 - G. Addenda if any; and
 - H. Change Orders, if any.
6. The Owner shall pay the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend Owner and its elected and appointed officials, officers, directors, employees, agents, and consultants from and against all claims, damages, losses, injuries and expenses

including court costs and attorneys' fees arising out of or resulting from the performance of the Work, provided such claims, damages, losses, injuries or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent directly by any act or omission of the Vendor, or any Subcontractor performing Work. Vendor or any Subcontractor shall be liable, regardless of whether or not such claims, damages, losses, injuries and expenses are caused in part by a party indemnified hereunder.

8. Vendor certifies that there has been no violation of copyrights or patent rights in manufacturing, or selling the product or services shipped or ordered as a result of this Agreement. To the fullest extent permitted by law, the Vendor shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

10. If the Work shall be abandoned, or if the Contract Documents or any part thereof shall be sublet without the previous written consent of Owner, or if the Contract Documents shall be assigned by Vendor otherwise than as herein specified, or if at any time Owner shall be of the opinion and shall certify in writing to the Vendor that the Work, or any part thereof, is delayed beyond the stated completion time or that the Vendor has violated any provision of the Contract Documents or that the Vendor fails to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the Work as set forth in the Contract Documents, in whole or in part, Owner, in addition to available remedies, may notify the Vendor to discontinue all Work or any part thereof; and thereupon Vendor shall discontinue such Work or such part thereof as Owner may designate and Owner may thereupon, by a contract or otherwise, as it may determine, complete the Work, or such part thereof, and charge the entire expense of so completing the Work or part thereof, to the Vendor.

11. All costs and charges that may be incurred under this section or any damages that should be borne by Vendor shall be withheld or deducted from any moneys then due, or to become due to Vendor under these Contract Documents, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest cost for the Work or completing the Work or any part thereof, but all sums actually paid therefore shall be charged to Vendor. In case the costs and charges incurred are more than the sum which would have been payable under the Contract Documents if the same had been completed by Vendor, Vendor shall pay the amount of excess to Owner for the completion of the Work within thirty (30) days of receipt of an invoice.

12. Should any portion of this Agreement be held void, the remainder shall continue in full force and effect. The undersigned acknowledge that they have carefully read this Agreement, have had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this Agreement, the undersigned warrant that they have done so voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this Agreement.

13. The Contract Documents constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein. This Agreement may only be modified by an instrument in writing executed by Owner and their duly authorized representatives.

14. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.

16. Time is of the essence for purposes of this Agreement.

17. Vendor shall not assign, sell or otherwise transfer its rights in this Agreement without the prior signed approval of Owner.

18. Vendor is not considered an employee or agent of Owner for any purpose whatsoever. Vendor agrees that in all matters relating to this Agreement it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Vendor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Owner and shall have no authority to represent Owner as an agent of Owner, unless otherwise specifically authorized by Owner in a writing not contained in these Contract Documents.

19. A party's omission or failure to exercise any rights or obligations under this Agreement shall not be construed as a waiver of such rights or obligations, unless the party has executed a written waiver of such right or obligation under this Agreement.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS

VENDOR

Signature

Signature

Title

Date

ATTEST

OWNER

Clerk of Sussex County Council

President, Sussex County Council

Date

General Conditions

Definition of Terms

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

ADDENDA: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

AGREEMENT: The written contract between Owner and Vendor covering Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof.

BID or BID PROPOSAL: The offer by Bidder submitted on the prescribed forms setting forth the prices and Work to be performed.

BIDDING DOCUMENTS: The Invitation to Bid, General Conditions, the Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

CHANGE ORDER: A written order to Vendor signed by Owner authorizing an addition, deletion or revision of Work, or adjustment of Contract Price or Contract Time issued on or after the Effective Date of the Agreement.

CONTRACT DOCUMENTS: The written agreement covering Work to be performed. The awarded Contract Documents shall include, but is not limited to: the Agreement, General Conditions, Technical Specifications, Addenda, and Change Orders.

CONTRACT PRICE: The moneys payable by Owner to Vendor for completion of Work in accordance with the Contract Documents as stated in the Agreement.

COUNTY: Sussex County, a political subdivision of the State of Delaware.

DEFECTIVE: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

INVITATION TO BID: The public announcement, as required by law, that Sussex County is soliciting Bids for Work to be performed or materials or equipment to be furnished.

MATERIALS/EQUIPMENT: This term describes the materials, equipment, unit, and/or supplies which are required to be supplied to Owner under the Contract Documents.

OWNER: Sussex County, a political subdivision of the State of Delaware.

SUPPLEMENTAL GENERAL CONDITIONS: Modify the General Conditions and are specific clauses setting forth conditions or requirements peculiar to this Contract.

VENDOR: The person, firm or corporation with whom Owner has entered into the Agreement.

WORK: The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Vendor's performance of all duties and obligations as required by the Contract Documents.

1.00 ARTICLE 1 – GENERAL REQUIREMENTS & PRELIMINARY MATTERS

1.01 LAWS TO BE OBSERVED: Vendor shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of Work.

1.02 PERMITS AND LICENSES: All necessary permits and licenses required by local, State, or Federal laws shall be provided by Vendor at his/her own expense, unless Owner expressly agrees in writing to provide said permit or license. The Bidder's attention is called to Title 30, Chapter 27 of the Delaware Code, which should be reviewed by Vendor in order to determine whether such laws are applicable to its Bid.

1.03 NOTICE TO PROCEED: The date of Notice to Proceed shall specify the date upon which the Work shall commence. No Work shall be done prior to the date on which the Contract Time commences to run.

1.04 CONTRACT PAYMENT: Payment for equipment supplied in accordance with the Contract Documents shall be made at the lump sum and/or unit prices contained in the Bid. In addition to meeting any other conditions of Final Acceptance set forth herein, Final Acceptance shall not be issued until the Equipment is received by County personnel, and the Equipment functions correctly. Owner shall make the final payment in a lump sum within thirty days after Owner's issuance of Final Acceptance for the EMS Cardiac Monitors that have been delivered and approved.

1.05 CONTRACT PERIOD: The Contract shall be valid from the date of award through September 1, 2025

2.00 ARTICLE 2 – DELIVERY AND FINAL ACCEPTANCE OF EMS CARDIAC MONITORS

2.01 The intent of these Contract Documents is to provide for delivery and furnishing of EMS Cardiac Monitors described. It is further intended that Vendor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete Work in accordance with the Contract Documents. All Work shall be performed in a good and workmanlike manner, and all EMS Cardiac Monitors shall be new and in accordance with the Contract Documents.

2.02 All EMS Cardiac Monitors will be inspected by an authorized representative of Owner, and if found defective, or if it in any way fails to meet the requirements of the Contract Documents, said EMS Cardiac Monitors will be rejected. If said EMS Cardiac Monitors are rejected, Vendor shall be responsible for repairing or replacing said EMS Cardiac Monitors. If said EMS Cardiac Monitors are found to be satisfactory to Owner and any other conditions of Final Acceptance set forth herein are met, Owner shall issue a Final Acceptance and make the final payment in accordance with the provisions herein.

3.00 ARTICLE 3 - INSURANCE REQUIREMENTS**3.01 GENERAL INSURANCE REQUIREMENTS:**

A. Vendor shall not commence Work until Vendor has obtained, at Vendor's own expense, all of the insurance as required hereunder and such insurance has been approved by Owner; nor shall Vendor allow any subcontractor to commence Work at are satisfactory to Owner, evidencing the required insurance.

B. All insurers underwriting Vendor's insurance must be licensed in the State of Delaware, have a minimum policyholders rating of A- or better, and have a financial size of "Class VII" or higher, unless otherwise approved by Owner.

C. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to Owner (not less than ten (10) days' notice is required for nonpayment of premium). Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to Owner as required herein, must accompany all certificates of insurance.

D. If any subcontractors are utilized, Vendor shall require all subcontractors to maintain commercial general liability insurance, business auto liability insurance and workers compensation and employer's liability insurance to the same extent required of Vendor. The Vendor shall furnish subcontractor's certificates of insurance and required endorsements to Owner immediately upon request.

E. Failure of Owner to obtain such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor's insurance requirements.

F. By requiring such insurance and insurance limits herein, Owner does not represent that coverage, and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to Owner.

G. If the Owner is damaged by the failure or neglect of Vendor to purchase and maintain insurance as required herein, then the Vendor shall bear all reasonable costs properly attributable thereto.

H. Loss of or damage to any equipment to be provided under the Contract Documents shall be at the sole risk of the Vendor until Substantial Completion.

3.02 Vendor's Insurance

Vendor shall purchase and maintain the following insurance coverages throughout the term of the Contract Documents for not less than the limits specified below or required by law, whichever is greater:

A. Commercial general liability insurance that insures against claims for bodily injury, property damage, personal and advertising injury arising out of or in connection with Vendor's Work, including coverage for claims arising out of liability assumed under the Contract Documents. The minimum limits of liability for this insurance are \$1,000,000 combined single limit for each occurrence; \$1,000,000 combined single limit general aggregate; and \$1,000,000 combined single limit for products/completed operations aggregate. Any general aggregate limit shall apply on a per project basis. This insurance shall not afford coverage on a "claims made" basis without the prior written approval of Owner.

B. Business auto liability insurance with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of the ownership, maintenance or use of any auto and include coverage for Vendor from bodily injury and property damage claims arising out of liability assumed under the Contract Documents.

C. Workers compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers liability insurance with minimum limits of \$100,000 each accident for bodily injury by

accident, \$100,000 each employee for bodily injury by disease and \$500,000 policy limit for bodily injury by disease.

D. Personal property in transit, transportation or motor truck cargo insurance with limits not less than 100% of the replacement cost of the personal property including equipment to be transported by Vendor (or any subcontractor) under the Contract Documents. Such insurance shall be written on all risks basis and be in effect until Final Acceptance.

4.00 ARTICLE 4 - VENDOR'S RESPONSIBILITIES

4.01 SERVICES, MATERIALS AND EQUIPMENT:

A. Unless otherwise specified in the Contract Documents, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, startup and completion of the Work.

B. All Materials/Equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.

C. All Materials/Equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned and conditioned in accordance with instructions provided by manufacturer and/or supplier, except as otherwise may be provided in the Contract Documents.

4.02 PRODUCTS BY NAME/OR "APPROVED EQUAL:" Products by name are intended to be descriptive of quality, workmanship, finish, function, and approximate characteristics desired and are not necessarily intended to be restrictive. Substitution of products for those named may be considered but must be approved by Owner and with the condition that said product is equal or superior in quality, workmanship, finish, function, and approximate characteristics to that specified by the Contract Documents. Owner will be the sole judge of the equivalences. Please see Technical Specifications for requirements.

4.03 REJECTED MATERIAL: Vendor shall, at his/her own expense, replace or satisfactorily adjust or repair all Materials/Equipment rejected for failure to comply with the Contract Documents.

5.00 ARTICLE 5 - DELIVERY The delivery of the EMS Cardiac Monitors shall be to the following location: 21911 Rudder Ln. Georgetown, DE 19947. Vendor shall coordinate the delivery to allow an authorized representative of Owner to inspect the EMS Cardiac Monitors. If said representative finds the supplied EMS Cardiac Monitors to be defective, damaged or if said EMS Cardiac Monitors fails in anyway to meet the specifications set forth herein, the items in question may be rejected at the sole discretion of Owner.

6.00 ARTICLE 6 - CONTRACT TIME

6.01 The EMS Cardiac Monitors shall be delivered to the site defined in Article 5.00, by the Vendor within the delivery time listed on the bid form not to exceed June 30th, 2025 for the first 23 Cardiac Monitors and July 31st, 2025 for the remaining 24 Cardiac Monitors. The Delivery Time may be extended, in the sole and absolute discretion of Owner, with good cause shown.

GENERAL

1.02 SHIPPING, DELIVERY, STORAGE & HANDLING

- A.** All Cardiac Monitors shall be properly protected such that no damage will occur from the time of shipment until the time of delivery.
- B.** County shall be responsible for inspecting all devices upon arrival. County shall notify the Vendor within 24 hours of any damage.

1.03 WARRANTY 5 year manufactures 100% replacement warranty shall be included