

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division

Contract Award Notification

Title: **Defibrillators and Accessories-Philips**

Contract Period: **July 22, 2024, through July 21, 2025, w/ (4) 1-year options**

Original Date of Issue: July 22, 2024

Date of Revision: 04/02/2025

RFQ No: **RFB-RC-2024-077**

Catalog: **Health**

Authorized Users: County Agencies

Address Inquiries To:

Name: Michele Phillips
Title: Purchaser II
Phone: 845-364-2984
Fax: 845-364-3809
E-mail: phillipm@co.rockland.ny.us

Description

This contract is for various Philips Defibrillators and Accessories

Contract #	Vendor Number	Contractor & Address	Telephone No.
BID 24-077	0000028195	Rescue One Training For Life, Inc. 7621 Rickenbacker Dr. Ste. 700 Gaithersburg, MD 20879 Contact: Robin Rapsey rrapsey@rescue-one.com	301-740-3390

Authorized Agencies wishing to piggyback off of this contract must contact Robin Rapsey

All purchase orders must reference the Bid # RFB-RC-2024-077

Signed Federal Contract Clause is included in this award.

COUNTY OF ROCKLAND
DGS – PURCHASING DEPARTMENT
BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD
POMONA, NY 10970
TELEPHONE NO.: 845-364-3820
FAX NO.: 845-364-3809

VENDOR: Rescue One Training for Life, Inc.

LINE NO.	DESCRIPTION	Category Code	Estimated Qty	Unit of Measure	Unit Cost	Manufacturer	Product Code
0-1	Defibrillator- HeartStart FRx Defibrillator-Quick Shock feature delivers shock within 8 seconds, Real-time step-by-step voice commands paced to your actions, and an audible metronome and CPR guidance assist the responder. Optional infant.child key for treating infants/children, Perform automatic self-tests, daily, weekly and monthly to check pad readiness and verify functionality and calibration of circuits and systems, can last up to 4 years between battery replacements, AHA G2005/G2010 Compliant, 8 Year Warranty, PRICE TO INCLUDE: Red Standard Carrying Case, one(1) Battery, and one pair of Smart Pads II Philips part #861304 , Brand Name only	46514000059	15	Each	\$ 1,069.12	Philips	861304-C01
0-2	Pads- HeartStart SMART Pads II for Phillips FRx AED-packaged in semi-rigid pads case, Philips part # 989803139261 , Brand Name only	46514000062	150	Each	\$ 39.48	Philips	989803139261

COUNTY OF ROCKLAND
DGS – PURCHASING DEPARTMENT
BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD
POMONA, NY 10970
TELEPHONE NO.: 845-364-3820
FAX NO.: 845-364-3809

VENDOR: Rescue One Training for Life, Inc.

LINE NO.	DESCRIPTION	Category Code	Estimated Qty	Unit of Measure	Unit Cost	Manufacturer	Product Code
0-3	Pads- Training Pads II for HeartStart FRx or FRx Trainer, Voice Instructions includes CPR coaching, 8 different training scenarios, includes pair of reusable adhesive pads with integrated cable and connector. Philips part # 989803139271 , Brand Name only	46514000047	30	Each	\$ 85.53	Philips	989803139271
0-4	Pads- Training Pads-Replacement Training Pads II for FRx defibrillator consists of set of pads/wire/plug Philips part # 989803139291 , Brand Name only	46514000050	10	Each	\$ 33.87	Philips	989803139291
0-5	Carry Case for FRx defibrillator (if ordered separately) Philips part # 989803139251 , Brand Name only	46514000024	2	Each	\$ 100.90	Philips	989803139251
0-6	Key- Infant/Child Key only for FRx defibrillator- provides for treating children under 55 lbs or 8 years of age. Phillips part # 861304:989803139311 , Brand Name only	46514000023	15	Each	\$ 39.58	Philips	989803139311

COUNTY OF ROCKLAND
DGS – PURCHASING DEPARTMENT
BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD
POMONA, NY 10970
TELEPHONE NO.: 845-364-3820
FAX NO.: 845-364-3809

VENDOR: Rescue One Training for Life, Inc.

LINE NO.	DESCRIPTION	Category Code	Estimated Qty	Unit of Measure	Unit Cost	Manufacturer	Product Code
0-7	Kit- Phillips Fast Response Kit- includes: Laerdal pocket breathing mask, 2 pairs of hypoallergenic nitrile gloves, paramedic scissors, gallant chest hair razor and extra-absorbent paper towel in zippered pouch that attaches to the carry case Philips part # 68-PCHAT/989803101861, Brand Name only	46514000063	15	Each	\$ 32.90	Philips	68-PCHAT
0-8	Battery- Long Life lithium battery for HeartStart HS1/FRx AED, capacity to deliver a minimum of 200 shocks or 4 hours of patient monitoring, disposable, 5-year shelf life(4 years installed), 4 year manufacturer warranty Philips part # M5070A/989803121381, Brand Name only	46514000034	75	Each	\$ 116.27	Philips	M5070A
0-9	Cabinet, AED Cabinet with door-activated audible alarm, wall surface-mount, metal construction- compatible with Philips FRx AED Philips part # 989803136531, Brand Name only	46514000025	2	Each	\$ 209.71	Philips	989803136531

COUNTY OF ROCKLAND
DGS – PURCHASING DEPARTMENT
BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD
POMONA, NY 10970
TELEPHONE NO.: 845-364-3820
FAX NO.: 845-364-3809

VENDOR: Rescue One Training for Life, Inc.

LINE NO.	DESCRIPTION	Category Code	Estimated Qty	Unit of Measure	Unit Cost	Manufacturer	Product Code
0-10	HeartStart OnSite (HS1) Trainer- Includes: OnSite Stand-Alone Trainer, reusable Adult Training Electrode Pads, nylon carrying case, External Manikin Adaptr Strip, Software is consistant with AHA G2010 Guidelines, Philips part# M5085A , Brand Name only	46514000064	5	Each	\$ 297.91	Philips	M5085A
0-11	AED WALL SIGN, Red Trifold Philips Part # 989803170921 , Brand Name only	46514000065	5	Each	\$ 24.16	Philips	989803170921
0-12	Adapter- External Manikin Adapter- Includes: 5 manikin strips, combatible with Philips HeartStart Onsite or FRx training system Philips part # M5089A , Brand Name only	46514000066	100	Each	\$ 64.97	Philips	M5089A
0-13	TRAINING Cartridge- ADULT Training pads cartridge for Philips HeartStart OnSite AED, Includes: Adult Pad Placement Guide Philips part # M5073A , Brand Name only	46514000067	30	Each	\$ 73.50	Philips	M5073A

COUNTY OF ROCKLAND
DGS – PURCHASING DEPARTMENT
BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD
POMONA, NY 10970
TELEPHONE NO.: 845-364-3820
FAX NO.: 845-364-3809

VENDOR: Rescue One Training for Life, Inc.

LINE NO.	DESCRIPTION	Category Code	Estimated Qty	Unit of Measure	Unit Cost	Manufacturer	Product Code
0-14	TRAINING Cartridge- INFANT/CHILD Training pads Cartridge for Philips HeartStart OnSite AED, Includes: Pads Placement Guide Philips part # M5074A , Brand Name only	46514000068	5	Each	\$ 64.97	Philips	M5074A
0-15	% DISCOUNT off Manufacturers Current List Price on Philips Defibrillators parts and accessories not specified in lines 1-14. % discount must be entered as a decimal (ie 30%= .30)	46514000072	100	%	35.0%	Philips	
Upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the bid of: (i) a Letter of Acceptance; or (ii) a fully executed contract; or (iii) a							

HeartStart AEDs & Accessories US List and MAP Pricing

Effective February 17, 2025. Replaces all previous versions.

HeartStart Home Automated External Defibrillator

Includes Home Defibrillator, 1 pre-installed Battery, 1 set pre-installed SMART Pads Cartridge, Slim Carry Case, Quick Set-up Guide, Maintenance Booklet, Quick Reference Guide, Owner's Manual, Training DVD, 8-yr warranty for AED, 4-year warranty for Battery, Pads are warranted until expiration date. Other accessories include 1-year warranty.

Legacy Prod#/ New Prod #	DESCRIPTION	LIST	
M5068A_C01/ 861284_C01	HeartStart Home AED	\$1,600	
M5068A_C02/ 861284_C02	HeartStart Home AED with Training Pads	\$1,704	
M5068A_C04/ 861284_C04	HeartStart Home AED Value Package with Training Pads, Wall Mount, ARC First Aid Kit	\$1,809	

HeartStart OnSite Automated External Defibrillator

Includes OnSite Defibrillator, 1 pre-installed Battery, 1 set pre-installed SMART Pads Cartridge, user-selected Carry Case, Quick Set-up Guide, Maintenance Booklet, Quick Reference Guide, Owner's Manual, 8-yr warranty for AED, 4-year warranty for Battery, Pads are warranted until expiration date. Other accessories include 1-year warranty.

Legacy Prod#/ New Prod #	DESCRIPTION	LIST	
M5066A/ 861282	OnSite AED (customer must choose a carry case option)	\$1,580	-
C01	OnSite AED + OnSite Standard Carry Case (space for spare battery, spare pads cartridge)	\$1,705	
C02	OnSite AED + OnSite Slim Carry Case	\$1,622	
C03	OnSite AED + OnSite Plastic Waterproof Shell Carry Case	\$1,841	
R01	OnSite AED + OnSite Ready-Pack (includes: Standard Carry Case, Spare Adult SMART Pads Cartridge Device and spare pads are pre-installed in carry case.)	\$1,769	
Legacy Prod#/ New Prod #	OnSite Value Package	LIST	
M5066A/ 861282	OnSite AED	\$1,580	-
C02	Slim Carry Case	\$42	-
68-PCHAT	Fast Response Kit	\$57	-
989803170891	Wall Mount	\$114	-
989803170921	Wall Sign	\$42	-
TOTAL		\$1,835	
Legacy Prod#/ New Prod #	OnSite Ready Pack Value Package	LIST	
M5066A/ 861282	OnSite AED	\$1,580	-
R01	Ready Pack	\$189	-
68-PCHAT	Fast Response Kit	\$57	-
989803170891	Wall Mount	\$114	-
989803170921	Wall Sign	\$42	-
TOTAL		\$1,982	
Legacy Prod#/ New Prod #	OnSite Business Package	LIST	
M5066A/ 861282	OnSite AED	\$1,580	-
C02	Slim Carry Case	\$42	-
68-PCHAT	Fast Response Kit	\$57	-
989803136531	Basic Cabinet	\$369	-
989803170921	Wall Sign	\$42	-
TOTAL		\$2,090	
Legacy Prod#/ New Prod #	OnSite Ready Pack Business Package	LIST	
M5066A/ 861282	OnSite AED	\$1,580	-
R01	Ready Pack	\$189	-
68-PCHAT	Fast Response Kit	\$57	-
989803136531	Basic Cabinet	\$369	-
989803170921	Wall Sign	\$42	-
TOTAL		\$2,237	

HeartStart FRx Automated External Defibrillator

Legacy Prod#/ New Prod #	DESCRIPTION	LIST	MAP
861304/ 861304	FRx AED (customer must choose a carry case option)	\$2,170	-
A01	FRx AED + FRx Aviation Bundle with Aviation Carry Case (zippered), Standard Battery replaced with FRx Aviation Battery	\$2,359	██████
C01	FRx AED + FRx Standard Carry Case	\$2,333	██████
C03	FRx AED + FRx Plastic Waterproof Shell Carry Case	\$2,431	██████
R01	FRx AED + FRx Ready-Pack (includes: Standard Carry Case, Spare Adult SMART Pads II Cartridge. Device and spare pads are pre-installed in carry case.)	\$2,382	██████
R02	FRx AED + FRx Ready-Pack Aviation Bundle with Aviation Carry Case (zippered) and Spare Adult SMART Pads II, Standard Battery replaced with FRx Aviation Battery). Order either A01 or R02, not both.	\$2,408	██████

Includes FRx Defibrillator, 1 pre-installed Battery, 1 set pre-installed SMART Pads II Cartridge, user-selected Carry Case, Quick Set-up Guide, Maintenance Booklet, Quick Reference Guide, Owner's Manual, 8-yr warranty for AED, 4-year warranty for Battery, Pads are warranted until expiration date. Other accessories include 1-year warranty.

HeartStart Batteries, Pads & Infant/Child Keys

Legacy Prod#/ New Prod #	DESCRIPTION	LIST	MAP
M5070A/ 989803121381	OnSite/Home/FRx Battery, Long-Life LiMnO2	\$205	██████
989803139301/ 989803139301	FRx Battery, Aviation	\$210	██████
989803150161/ 989803150161	FR3 Battery, Primary	\$313	██████
M5071A/ 861291	OnSite/Home Adult SMART Pads Cartridge	\$89	██████
M5072A/ 861292	OnSite/Home Infant/Child SMART Pads Cartridge	\$125	██████
989803139261/ 989803139261	FRx SMART Pads II, 1-set	\$69	██████
989803139311/ 989803139311	FRx Infant/Child Key	\$121	██████
989803149981/ 989803149981	FR3 SMART Pads III, 1 set	\$65	██████
989803149991/ 989803149991	FR3 SMART Pads III, 5 sets	\$271	██████
989803150031/ 989803150031	FR3 Infant/Child Key	\$125	██████

HeartStart Wall Signs, Awareness Placards, Posters













Legacy Prod#/ New Prod #	DESCRIPTION	LIST	MAP
989803170921/ 989803170921	AED Wall Sign, red	\$42	██████
989803170901/ 989803170901	AED Awareness Placard, red	\$42	██████
861476/ 861476	AED Awareness Posters (4-pack) [opt. ABA English, opt. ABE Spanish, opt. ABF French]	\$25	██████
861477/ 861477	AED Wall Mount and Signage Bundle	\$173	██████
861478/ 861478	AED Signage Bundle (includes: AED Wall Sign, AED Awareness Placards, AED Posters)	\$82	██████

HeartStart Cases, Fast Response Kits, Wall Mounts & Cabinets




Legacy Prod#/ New Prod #	DESCRIPTION	LIST	
M5076A/ 989803121441	OnSite/Home Slim Carry Case (when ordering case alone)	\$129	
M5075A/ 989803121431	OnSite/Home Standard Carry Case (when ordering case alone)	\$151	
989803139251/ 989803139251	FRx Standard Carry Case (when ordering case alone)	\$172	
989803180231/ 989803180231	FRx Aviation Carry Case	\$165	
YC/ 989803110251	OnSite/Home/FRx Plastic Waterproof Shell Carry Case	\$287	
68-PCHAT/ 989803101861	Fast Response Kit	\$57	
989803149971/ 989803149971	FR3 Rigid System Case – fits AED, extra battery, extra set of SMART Pads III, FR3 Fast Response Kit	\$323	
989803170891/ 989803170891	AED Wall Mount	\$114	
M3859A/ 989803108521	Secure-Pull Seal, 10-pack (for use with Wall Mount)	\$14	
989803136531/ 989803136531	Defibrillator Cabinet, Basic	\$369	
PFE7023D/ 989803110031	Defibrillator Cabinet, Premium, Semi-recessed	\$669	
PFE7024D 989803110041	Defibrillator Cabinet, Premium, Wall Surface	\$669	

HeartStart Training Materials & Manuals

Legacy Prod#/ New Prod #	DESCRIPTION	LIST	
M5085A/ 861295	OnSite/Home Trainer	\$489	
M5087A/ 989803130431	OnSite/Home Trainer Replacement Carry Case	\$35	
M5073A/ 861293	OnSite/Home Adult SMART Training Pads Cartridge	\$135	
M5074A/ 861294	OnSite/Home Infant/Child SMART Training Pads Cartridge	\$121	
M5093A/ 989803129921	OnSite/Home Replacement Adult SMART Training Pads	\$55	
M5094A/ 989803121451	OnSite/Home Replacement Infant/Child SMART Training Pads	\$55	
M5066-89100/ 989803121741	OnSite Training Toolkit	\$43	
861306/ 861306	FRx Trainer	\$529	
989803139531/ 989803139531	FRx Trainer Replacement Carry Case	\$35	
989803139271/ 989803139271	FRx SMART Training Pads II (for Infant/Child training, purchase Infant/Child Key)	\$149	
989803139291/ 989803139291	FRx Replacement SMART Training Pads II (includes pads, wire, and plug)	\$60	
989803139321/ 989803139321	FRx Toolkit (includes PowerPoint presentations, presenter's guide, student guide, training DVD)	\$43	
989803139341/ 989803139341	FRx Product Training DVD	\$27	
861467/ 861467	FR3 Trainer 3	\$648	
989803150181/ 989803150181	FR3 Replacement Training Pads III (use with Inter-connect Cable)	\$54	

989803150201/ 989803150201	Interconnect Cable (use with FR3 Training Pads III)	\$27	
M5090A/ 989803136471	Adult Pads Placement Guide	\$49	
989803139281/ 989803139281	Infant/Child Pads Placement Guide	\$64	
M5088A/ 989803130441	Internal Manikin Adapter (Compatible with HeartStart FRx Trainer 861306 only)	\$46	
M5089A/ 989803129851	External Manikin Adapters, 5-pack	\$122	
M5066-91900/ 989803121471	OnSite Owner's Manual / Instructions for Use	\$26	
M5066-97800/ 989803121661	OnSite Quick Reference Guide	\$7	
M5085-91900/ 453563474961	OnSite Trainer Instructions for Use	\$15	
M5068-91925/ 989803121651	Home Owner's Manual	\$39	
M5068-91900/ 989803121471	Home Instructions for Use	\$23	
989803138731/ 989803138731	FRx Owner's Manual	\$27	
989803138601/ 989803138601	FRx Quick Reference Guide	\$19	

HeartStart Cross-Compatibility Products

Legacy Prod#/ New Prod #	DESCRIPTION	LIST	
05-10000/ 989803100031	Pads Adapter (QUIK-COMBO™)	\$55	
05-10100/ 989803100041	Pads Adapter (Zoll™)	\$81	

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A. 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators & Related Accessories - Phillips Brand

BID NUMBER: RFB-RC-2024-077

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
 CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

Instructions:

1. All clauses must be initialed.
2. A notary is only required for one page.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted and agreed to on the following pages.

Vendor's Name / Company Name: Rescue One Training For Life, Inc.

Address, City, State, and Zip Code: _____

7621 Rickenbacker Drive, Suite 700, Gaithersburg, MD 20879

Phone Number: 301-740-3390

Fax Number: 301-740-3393

Printed Name and Title of Authorized Representative: Catherine Gruber, Owner

Email Address: kgruber@rescue-one.com

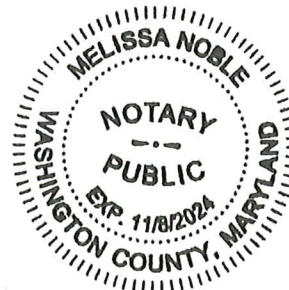
Signature of Authorized Representative: _____

Date: 06/14/2024

Federal Tax ID #: 11-3671811

SWORN to before me this 16th day of

June, 2024



***Note: ALL Sections on the following pages must be initialed and this Statement must be signed before a Notary**

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators & Related Accessories - Phillips Brand

BID NUMBER: RFB-RC-2024-077

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by the County of Rockland for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the County of Rockland, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by COUNTY OF ROCKLAND, COUNTY OF ROCKLAND reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

(1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. COUNTY OF ROCKLAND also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if COUNTY OF ROCKLAND believes, in its sole discretion that it is in the best interest of COUNTY OF ROCKLAND to do so. The vendor will be compensated for work performed and accepted and goods accepted by COUNTY OF ROCKLAND as of the termination date if the contract is terminated for convenience of COUNTY OF ROCKLAND. Any award under this procurement process is not exclusive and COUNTY OF ROCKLAND reserves the right to purchase goods and services from other vendors when it is in the best interest of COUNTY OF ROCKLAND.


Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by COUNTY OF ROCKLAND on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators & Related Accessories - Phillips Brand

BID NUMBER: RFB-RC-2024-077

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by COUNTY OF ROCKLAND, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES

Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES

Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators & Related Accessories - Phillips Brand

BID NUMBER: RFB-RC-2024-077

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

Pursuant to Federal Rule (F) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by **COUNTY OF ROCKLAND**, the vendor certifies that during the term of an award for all contracts by **COUNTY OF ROCKLAND** resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. Vendor shall immediately provide written notice to **COUNTY OF ROCKLAND** if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. **COUNTY OF ROCKLAND** may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless **COUNTY OF ROCKLAND** knows the certification is erroneous.

Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators & Related Accessories - Phillips Brand

BID NUMBER: RFB-RC-2024-077

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
 CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

Pursuant to Federal Rule (I) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term and after the awarded term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does vendor agree? YES

Initials of Authorized Representative of vendor

(J) Procurement of Recovered Materials – When federal funds are expended by COUNTY OF ROCKLAND, COUNTY OF ROCKLAND and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended COUNTY OF ROCKLAND, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES

Initials of Authorized Representative of vendor

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators & Related Accessories - Phillips Brand

BID NUMBER: RFB-RC-2024-077

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
 CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by COUNTY OF ROCKLAND, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES



Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by COUNTY OF ROCKLAND for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES



Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS

**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND
 CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by COUNTY OF ROCKLAND for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES



Initials of Authorized Representative of vendor

COUNTY OF ROCKLAND - DGS-PURCHASING
BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators & Related Accessories - Phillips Brand

BID NUMBER: RFB-RC-2024-077

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND
CONSERVATION ACT**

When federal funds are expended by COUNTY OF ROCKLAND for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.


Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES

 **Initials of Authorized Representative of vendor**



Philips Medical Systems
22100 Bothell Everett Hwy
Bothell, WA 98021-8431
USA

425.908.2799 telephone
800.263.3342 toll-free
425.487.7487 facsimile
www.philips.com/aedsupport

WARRANTY

LIMITED WARRANTY. Philips Medical Systems (“Philips”) warrants that HeartStart FR2 series, HeartStart HSI series, HeartStart FRx, and HeartStart FR3 defibrillators (and related accessories for these defibrillators described herein) sold by Philips or an authorized Philips distributor, if (i) used in accordance with its labeling and instructions for use, and (ii) properly maintained, shall substantially conform to material specifications published by Philips for such products and shall be substantially free from defects in material and workmanship for the warranty period specified. The HeartStart FR2 series and FR3 defibrillators are warranted for five (5) years from the date of shipment by Philips. HSI series and FRx defibrillators shipped before December 1, 2011 are warranted for five (5) years from the date of shipment by Philips. HSI series and FRx defibrillators shipped after December 1, 2011 are warranted for eight (8) years from the date of shipment by Philips. Disposable defibrillation pads are warranted until the expiration date listed on the package. HeartStart FR2 series, HSI series, and FRx non-rechargeable lithium batteries are warranted for four (4) years, and the FR3 battery for three (3) years, from the date of installation, provided the battery is installed by the shelf-life date stated on the battery. For all other accessories for the ForeRunner, FR2 series, HSI series, FRx, and FR3 defibrillators, Philips warrants such products for 12 months from the date of shipment by Philips. Philips warrants the media on which the data management software copies are contained for a period of 60 days from the date of shipment by Philips.

This warranty does not apply to product defects resulting from improper or inadequate maintenance; use of the product with software, supplies or interfaces not supplied by Philips; use or operation of the product other than in accordance with Philips product specifications and written instruction; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized repair or modification to the product (“Warranty Exclusions”).

Customer’s exclusive remedy and Philips’ sole liability for breach of the foregoing warranty is as follows. If any product described herein fails to conform to the warranty set forth above, at its sole election (which election shall be made after Philips receives the product), Philips shall repair or replace the product, provided that (a) Philips receives written notice in a timely manner that such product failed to conform and a detailed explanation of any alleged nonconformity; (b) such product is returned to Philips during the warranty period; and (c) Philips is reasonably satisfied that claimed nonconformities actually exist and were not caused by the Warranty Exclusions. Philips is obligated to this warranty, provided that Philips has given prior consent to have the product returned to it, and the product is returned using a Returned Goods Authorization (RGA) number provided by Philips. In such instance, Philips shall be responsible for the cost of shipping.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators and Related Accessories -Phillips Brand	RFB-RC-2024-077
--	------------------------

PURCHASES BY OTHER

LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON-PROFIT AGENCIES

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non-Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland shall make all contract award information available to other political subdivisions and non-profit agencies through our website: www.rcpurchasing.com
2. Any other political subdivision or Rockland County non-profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions and Rockland County non-profit agencies for which the purchase was made.
4. 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 officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
5. All Bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State and Rockland County non-profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non-profit agencies is available on the Purchasing Division's website at www.rcpurchasing.com. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions and Rockland County non-profit agencies.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators and Related Accessories -Phillips Brand	RFB-RC-2024-077
--	------------------------

SPECIFICATIONS

1. SCOPE

- 1.1. This solicitation is seeking competitive pricing from Authorized Distributors of Philips brand Defibrillators and Accessories, to be furnished and delivered to various agencies in the County of Rockland.
- 1.2. Orders will be placed on an as need basis.
- 1.3. Philips brand defibrillators and accessories have been standardized for the County of Rockland. No alternates will be accepted.

2. REQUIREMENTS

- 2.1. All submissions must be for products as specified.
- 2.2. No alternates will be accepted.
- 2.3. Prices submitted must be FOB destination prepaid and included.
- 2.4. All products shipped must be brand new and in original packaging.
- 2.5. Supplier must have warehouse to keep inventory of all items specified.
- 2.6. Bidders must be an Authorized Distributor for Philips Defibrillators, otherwise bidder will be deemed non-responsive. Authorization must be verified by Philips Sales Manager.
- 2.7. Supplier must submit Manufacturer's current Price List with bid submission, otherwise bidder may be deemed non-responsive.
- 2.8. Bidders must submit pricing for **all** Lines on Bid Table.

3. DELIVERY

- 3.1. Orders will be placed on an as need basis.
- 3.2. Delivery must be within 10 business days after receipt of purchase order, unless they are on Manufacturer back order, and agreed to by the County of Rockland in writing.
- 3.3. Supplier must notify the Purchasing Department immediately of any parts that are on a Manufacturer back order, so orders can be planned accordingly.
- 3.4. Packing lists with PO number listed, must be included with all shipments.
- 3.5. All invoices are to be sent to AP_invoices@co.rockland.ny.us

4. QUANTITIES

- 4.1. The quantities listed on the proposal pages are only estimates.
- 4.2. Quantities may be more or less than the quantities listed. The successful bidder will be required to furnish quantities even if different than those listed, whether it be more or less, during the term of the contract.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators and Related Accessories -Phillips Brand	RFB-RC-2024-077
--	------------------------

5. DISCOUNT OFF MANUFACTURERS LIST PRICE

- 5.1. Bid prices shall be in a form of a percent discount off prices from the manufacturers Current Published Price List and/or Catalog price. Such discounts as quoted shall apply to all unit levels such as each; case, pack, etc. as shown in the manufacturers current Published Price List and/or Catalog.
- 5.2. Manufacturer's Current Published Price must be submitted with the bid otherwise bidder may be deemed non-responsive.
- 5.3. Supplier shall be required to notify the Rockland County Purchasing Division of any revisions to submitted price list and to supply updated price lists when available.
- 5.4. Supplier shall offer current promotional sales pricing, when the promotional sale pricing is lower than the percentage-off discount awarded under this contract.
- 5.5. All discounts must include shipping FOB destination prepaid and included. There shall be no additional allowance for freight/shipping on any orders.

6. BILLING PROCEDURE

- 6.1. All invoices for items sold to any authorized agency as a result of this contract must provide the following information: Purchaser Order #, Quantity, Description of Item Purchased, Stock or Catalog #, Manufacturers List or Catalog Price, Discount, Net Price per item and total price per invoice. ALL INVOICES MUST CONTAIN THE PURCHASE ORDER NUMBER.

7. **WARRANTY** All warranties from the manufacturer shall apply. Bidder shall, as part of its bid furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one year from date of acceptance.

8. REFERENCES

- 8.1. Bidders must provide a minimum of four (4) references where Philips Defibrillators and accessories have been delivered and accepted. See Certificate of Experience. Failure to submit this form may result in your bid submission being deemed non-responsive.

9. TERM OF CONTRACT

- 9.1. The term of the contract specified herein will be for one (1) year from date of Award. The contract may be extended, with the mutual consent of the Owner, and the successful Supplier four up to four (4) additional one-year terms.

10. CONTRACT PRICE ADJUSTMENTS UPON RENEWAL

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Defibrillators and Related Accessories -Phillips Brand	RFB-RC-2024-077
--	------------------------

The County recognizes this product or service has a price component that may have a commodity with changing costs. The Contractor/Supplier may request a Price Adjustment no more frequently than once every six (6) months.

A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases, letter from manufacturer), the current pricing, and the requested revised pricing.

The County will review the Price Adjustment request. If the Price Adjustment is deemed reasonable the Price Adjustment request will be accepted by written acknowledgement. If the request is not accepted the County may entirely reject the request or may counter with revised pricing. In either case the County will provide a written explanation in support of the decision.

The Director of Purchasing may use available indexes (e.g. CPI or PPI) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.

In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The County will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.

11. AWARD

- 11.1. The County intends to Award this contract in its entirety, to the lowest responsive, responsible bidder that has supplied and met all of the requirements.
- 11.2. The county reserves the right to Award this contract on a line-by-line basis to the lowest responsive and responsible bidders, if it is in the best interest of the county.