

COVER PAGE
Eagle County Health Service District / Savvik Buying Group
Request for Bids (RFB)

Revised version 6/26/2017

Updated cover page, deadline date for Submission of Bids from July 31, 2017 to August 9, 2017

Revised version 7/28/2017

Updated section B – Product Specific Requirements, #13. MINIMUM CAB/CHASSIS SPECIFICATIONS FOR AMBULANCES, changed F450 to E450.

Updated section B – Product Specific Requirements, #12. KKK-A-1822F – FEDERAL AMBULANCE SPECIFICATIONS (CAAS – KKK – NFPA Standards or Current Requirements). Added: The bidder should also include any upcharge/decrease on bidding the CAAS or NFPA standard, this can be listed in the available options on Form 3.

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Savvik Buying Group ("Savvik"), is requesting proposals for Ambulances. The intent of this Request for Bids ("RFB") is that any contract between Principal Procurement Agency and Bidder resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Savvik's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with Savvik (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with Savvik as a Participating Public Agency in Savvik's cooperative purchasing program. Registration with Savvik as a Participating Public Agency is accomplished by Public Agencies joining Savvik and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Bidder and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through Savvik. All transactions, purchase orders, etc., will occur directly between the Bidder and each Participating Public Agency individually, and neither Savvik, the Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Bidder for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. The Principal Procurement Agency is taking no part in evaluating bids or selecting the successful Bidder, and is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any bidder, Participating Public Agency and Savvik waive any and all claims against the Principal Procurement Agency.

Request for Bids Number: Savvik RFB 2017-0006 Ambulances

Specifications for: Ambulances (the "**Products**")

Contract Term: This contract is targeted to begin on or after August 22, 2017 and will continue for 36 months upon agreement by both parties (the "**Contract Term**"). The Contract Term may be extended by 24 months upon agreement by both parties (the "**Extension Term**")

Deadline for Submission of Bids: ~~Monday, July 31, 2017~~ Wednesday, August 9, 2017, prior to 11:00 AM CST

Submit Bids To: Savvik Buying Group
2800 North 7th Street

St Cloud, MN 56303

Bid Opening Date and Time: Friday, August 11, 2017, 9:00 AM CST

Bid Opening Location: Savvik Buying Group
2800 North 7th Street
St. Cloud, MN 56303

Bid Surety (Submit with bid) \$1,000 (the "**Bid Surety**")

Contact for Questions: Cindy Sobania, office@Savvik.org

Savvik welcomes timely competitive sealed bids for the Products. Late Bids shall not be considered. Bids may be submitted electronically or in hard copy form, as detailed in this RFB.

BIDDER CERTIFICATION

I agree to the specifications, terms and conditions of this RFB. I acknowledge my authority to submit this bid on behalf of the firm listed below and to bind it to comply with these specifications, terms and conditions if any contract is awarded through this RFB process.

Date: _____	By: _____
Company Name & Address: _____ _____ _____ _____	Name: _____ Title: _____ Phone: _____ Fax: _____ E-mail: _____

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Organization Profile

Savvik Buying Group ("Savvik") formally known as the North Central EMS is a non-profit organization owned by its members ("**Members**") and formed to reduce the financial impact of the Balanced Budget Act of 1997 within the EMS industry. Our mission is to provide members a mechanism to achieve cost reductions, which has evolved into a group-purchasing program. Savvik values quality supplies and equipment for the members, at the industry's best prices.

The phrase 'at the industry's best prices' plays an even more important role today than in previous years as the Medicare Fee Schedule took effect on April 1, 2002. Ambulance services across the country have seen a drastic reduction in their Medicare reimbursements which accounts for up to 75% of their revenue. This drastic reduction in revenue decreases their capital budgets and curbs their purchases if not determine their entire existence.

In 1997, we had 3 members. Savvik is growing at a tremendous rate; today, we have over 6,300 agencies in 50 US States plus Canada, Mexico, Colombia and a few other provinces, combining their purchasing power as members of our corporation. Membership is comprised of ambulance services, fire departments, first responder groups, police/sheriff departments, industrial emergency response teams, and other organizations related to public safety. Savvik is proud to focus on membership nationwide. Our intent is to offer the Ambulance contract to all Savvik members regardless of their physical location.

An amazing result of our success was the formation of The Savvik Foundation, formerly called the North Central EMS Institute in 2000. Savvik invests back into the industry! Savvik's excess revenues are returned to regional, state and national EMS associations and are donated to The Savvik Foundation so that it can complete its mission of leading industry efforts in such areas as safety, efficient operations, education, research and national consensus building.

Savvik and The Savvik Foundation are dedicated to improve the general wellbeing of the public safety industry as a whole. Our effectiveness increases with commitment from our vendor partners to provide Savvik members with quality products and services at the industry's best prices. . Savvik partners with a member agency ("Principal Procurement Agency") to solicit vendor bids. By participating in the RFB process, a prospective bidder waives any and all claims against the Principal Procurement Agency.

Savvik has enjoyed significant growth the last few years by developing partnerships (including revenue sharing relationships) with regional, state and national EMS associations. Savvik has forty two group affiliates (see list below) that include Savvik membership as part of their group dues structure. The associations that participate in our group membership program receive quarterly reports and payments from our office. Payments reflect a portion of the contract management fee of the total sales their members purchased from our vendors.

1. Ambulance Association of Pennsylvania
2. American Ambulance Association
3. Association of EMTs India
4. Bayfield-Ashland Counties EMS Council, WI
5. EMS Association of Colorado
6. Florida Ambulance Association
7. Florida Association of EMS Educators
8. Florida Association of Rural EMS Providers
9. Illinois State Ambulance Association
10. Indiana EMS Association
11. International Assoc of Flight & Critical Care Paramedics
12. Kansas EMS Association
13. Kentucky Ambulance Providers Association
14. Louisiana Ambulance Alliance
15. Maine Ambulance Association
16. Massachusetts Ambulance Association
17. Medical Transportation Association of New Jersey
18. Michigan Association of Ambulance Services
19. Minnesota Ambulance Association
20. Minnesota State Fire Department Association
21. Missouri EMS Association
22. Montana Emergency Medical Services Association
23. National Assoc of Emergency Medical Technicians
24. National EMS Management Association
25. Nebraska EMS Association
26. New York State Vol. Ambulance & Rescue Assn
27. North Carolina Association of Rescue & E.M.S.
28. North Dakota EMS Association
29. Ohio Ambulance and Medical Transportation Association
30. Ohio State Firefighters' Association
31. Oklahoma EMT Association
32. Oregon EMS Association
33. Professional Ambulance Association of Wisconsin
34. Rural Nebraska Regional Ambulance Network
35. South Carolina EMS Association
36. South Carolina State Firefighters Association
37. South Dakota EMT Association
38. Southeast Arizona EMS Council
39. State Firefighters' and Fire Marshals' Assoc of Texas
40. Tri County EMS Association of Wisconsin
41. Washington Ambulance Association
42. Wisconsin EMS Association

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

Savvik is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Colorado, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because Savvik is being used not only in the State of Colorado, but NATIONWIDE. This means that Savvik contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an Savvik contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the Savvik staff member listed on the cover of this Invitation for additional information.

STANDARD CONTRACT TERMS AND CONDITIONS

1.0 Basic Agreement.

- 1.1 The Contract contemplated under this RFB will require the successful Bidder to provide Savvik Members with the Products in accordance with these Contract Terms and Conditions, and the **Special Terms and Conditions** document, attached as Attachment 1. In exchange, upon Contract award, Savvik will agree to offer the Contract to its Members.
- 1.2 Bidder agrees that all Product purchases made by Members under this Contract are "**Savvik Purchases**", subject only to the limits outlined below in Section 4.
- 1.3 Bids will be accepted and evaluated and resultant contracts awarded in accordance with the terms of this RFB, with particular attention to the **Bid Requirements** document and **Specifications** document, attached as Attachments 2 and 3, respectively, as well as any other attachments to this RFB.

- 2.0 **Contract Term.** The "**Contract Term**" shall be 36 months, beginning upon the execution of the Contract Award by both parties, the "**Contract Award Date**." The Contract Term may be extended for a period of 24 months, the "**Extension Term**", through written agreement of the parties.

3.0 Contract Pricing.

- 3.1 **Most Favored Customer Price.** Savvik encourages Bidders to bid using their best price given to their most favored customer. Bidder is responsible to determine any conditions that affect the cost of delivering the Products; and Bidder expressly acknowledges that the offered prices include these factors.

1. Multiple Unit Sales: The successful Bidder may negotiate discounts to the prices listed in its bid with a Savvik buying group Member if the Member is purchasing 2 or more units of any one Product in a single order (a "**Multiple Unit Sale**") without subjecting the applicable Products to the price reduction provisions of Section 3.2 as a result of the Multiple Unit Sale. To qualify as a Multiple Unit Sale (and thus exempt from the price reduction provisions), the order must be completed in a 6-month time frame. All units sold in a Multiple Unit Sale are subject to the "Contract Management Fee" described in the Special Terms and Conditions included as Attachment 1.

3.2 **Price Reduction Clause.**

1. If during the Contract Term, Bidder sells the same Products to any agency or group of agencies at prices below those offered by Bidder in a single unit quantity under this Contract, then Bidder agrees to immediately extend such lower prices to Savvik for future Savvik Purchases in accordance with this Section. Multi-unit discounts are available, see clause – Attachment 1.0 Bulk Pricing.
2. A price reduction shall apply to Savvik Purchases under this Contract if, during the Contract Term, the Bidder—
 - 3.2.2.1 Revises the commercial catalog, pricelist, schedule or other document upon which this Contract was predicated to reduce prices; or
 - 3.2.2.2 Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which this Contract was predicated.
3. The Bidder agrees to offer the price reduction to Savvik with the same effective date, and for the same time period, as extended to the other customers.
4. The Bidder may offer Savvik a voluntary price reduction at any time during the Contract Term.
5. The Bidder shall notify Savvik of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date. Bidder's report must include an explanation of the conditions under which the reductions were made.
6. The Contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.
7. This Price Reduction Clause does not apply to volume discount pricing detailed elsewhere in this RFB.

3.3 **Price Escalation Clause.**

1. Pricing on the Products shall be held firm for the Contract Term.
2. Notwithstanding the limitation in Section 3.3.1, beginning in the thirteenth month of the Contract Term, Bidder may increase the price of the Products once every twelve months if the Bidder can show evidence of corresponding price increases from its manufacturers.
3. Written approval from Savvik is required for all increases in Product pricing. Bidder must submit to Savvik its request to increase Product pricing, along with evidence of the manufacturer cost increase, such as a receipt from the manufacturer. Savvik agrees to review and respond to Bidder's request within 30 days after receipt.

- 3.4 **Payment Clause.** Bidder will negotiate payment process and terms directly with Savvik Members.

4.0 **SAVVIK Purchases and the Contract Management Fee**

- 4.1 Bidder agrees to pay Savvik a Contract Management Fee (as defined in the Special Terms and Conditions) for each Savvik Purchase during the Contract Term. All Product purchases made by Members during the Contract Term are "**Savvik Purchases**", subject only to the limits outlined in this Section 4.
- 4.2 Product purchases made by Savvik Members under existing purchase orders or contracts with Bidder that are in place at the time of Contract Award ("**Existing Member Contracts**") are excluded from the definition of Savvik Purchases provided that Bidder satisfies the following requirements. Upon notification of Contract Award, Bidder must provide Savvik with a list of Existing Member Contracts that includes the following information: parties to the contract; contract execution and expiration dates; and Products covered by the contract ("**Existing Member Contract List**"). Savvik will keep the Existing Member Contract List confidential. The Existing Member Contract List will be attached to the executed Contract between Bidder and Savvik. Only Product purchases made during the Contract Term under the Existing Member Contracts on the Existing Member Contract List shall be exempt from the Contract Management Fee. Bidder also agrees to notify Savvik in writing of all purchases made under the Existing Member Contracts during the Contract Term.
- 4.3 The "**Contract Management Fee**" for this Contract is defined in Special Terms and Conditions.
- 4.4 Contract Management Fees for each Purchase Order must be received by Savvik no more than thirty (30) days after Products are "Accepted" by the Member, as defined under Section 8, below. Late management fees will be assessed a 1.5% finance charge per month.

5.0 **Reporting Requirements**

- 5.1 **Orders.** Bidder agrees to forward Savvik a copy of each Savvik Purchase within 15 days after the order is processed.
- 5.2 **Purchase Volume / Sales Reports.**
 1. Bidder agrees to submit detailed itemized monthly reports using the "**Purchase Volume / Sales Report Template**" provided by Savvik. Sales must be reported during the month in which purchase order was accepted. Savvik recognizes that the actual date(s) of delivery may be unavailable at that time and requests that delivery dates be reported when they are known.
 2. Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to Savvik by the 15th day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15th of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:
 - Savvik Member Number
 - Service Name
 - City
 - State
 - Invoice_Number
 - Invoice_Date
 - Item_Number
 - Item_Description
 - Quantity
 - Unit_Price
 - Ext_Price

- Savvik Contract Management Fee
3. Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of Savvik.
- 5.3 **Additional Reports.** Bidder agrees to comply with reasonable requests made by Savvik and its Members for additional reports.
- 6.0 **Non-Mandatory Contract.** Savvik does not mandate its members to purchase under this Contract. There are no quantities guaranteed by the Principal Procurement Agency and Savvik or set forth in this RFB.
- 7.0 **Delivery and Logistics.** Details related to the date, time and location of delivery by Bidder for purchases made under this Contract will be determined by Bidder and Member in accordance with the terms outlined in the Special Terms and Conditions.
- 8.0 **Acceptance of Products.** Bidder agrees to provide the Products in accordance with the terms of this Contract and agrees that Members will have the right to reject Products that do not conform to Contract specifications. A Product shall be deemed "**Accepted**" by a Member after Bidder delivers the Product to the Member and the Member signs the delivery receipt for that Product.
- 9.0 **Technical Support.** With each Savvik Purchase, Bidder agrees to provide technical service and support during regular business hours Monday to Friday via a toll-free number and email address.
- 10.0 **Warranty.** Bidder agrees to provide the warranty required under the Special Terms and Conditions for the Contract Term.
- 11.0 **Insurance.** Bidder agrees to maintain insurance required under the Special Terms and Conditions for the Contract Term.
- 12.0 **Bid Surety**
- 12.1 Bids shall be accompanied by the Bid Surety, as defined in the Special Terms and Conditions. The Bid Surety must come in the form of a certified check, cashier's check or surety bond; made payable to the "Savvik Buying Group"; and conditioned upon Savvik awarding the Contract to Bidder. In the event Bidder fails to comply with the Contract, the Bid Surety may be forfeited as liquidated damages.
 - 12.2 Bid Sureties of unsuccessful bidders will be returned by mail postmarked within five working days after an award is made.
- 13.0 **Audit.** Bidder agrees to retain all books, records and other documents relative to the Contract (the "**Contract Documents**") for 5 years after the Contract Term ends, or until audited by Savvik, whichever is sooner. Bidder agrees to grant Savvik and its authorized agents full access and the right to examine the Contract Documents.
- 14.0 **Conflicts of Interest.**

14.1 Bidder covenants that, to the best of its knowledge, no employee, officer or board member of Savvik presently has any financial interest in Bidder.

15.0 **Contract Administrators and Key Personnel.** Bidder shall notify Savvik in writing of any change in the primary contacts for this Contract within seventy-two hours (72) of such change. Primary contacts include but are not limited to: national sales manager, contract administrator, Contract Management Fee contact, reporting contact, and sales representatives.

16.0 **Subcontractors.** Savvik reserves the right to approve all subcontractors retained by Bidder to perform work under this Contract. Bidder agrees to be responsible for all work performed by subcontractors under this Contract. In the event that the Bidder is not the company providing the direct service in any particular state, the Bidder will remain responsible to comply with all the requirements of the Contract.

17.0 **Quality Assurance Program**

17.1 Bidder agrees to use industry-recognized standards and procedures to assure that a satisfactory level of quality control is maintained for the Products.

17.2 Bidder represents that it currently has, and warrants that it will maintain for the duration of the Contract Term, an appropriate quality assurance, as demonstrated in its Bid.

18.0 **Compliance with Law and Regulation.**

18.1 Bidder represents that it is currently in compliance, and warrants that it will remain for the duration of the Contract Term in compliance, with all applicable federal, state and local laws, ordinances, codes and regulations applicable to Bidder. Bidder currently has and agrees to maintain all licenses necessary for Bidder to perform its obligations under this Contract.

18.2 Bidder understands that many of Savvik's Members are government agencies subject to federal, state and local procurement laws and regulations. Bidder agrees to comply with any procurement and other laws and regulations made applicable to Bidder by virtue of Bidder selling Product to Members under this Contract.

All documentation submitted as part of Bidder's response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If Bidder submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

19.0 **Promotion and Publicity**

19.1 **Savvik Website Promotion.** Bidder agrees to provide Savvik with a technical information packet related to the Products via email, and Savvik agrees to post the information to its main and Members-only websites. Savvik will work with Bidder to gather and post the appropriate information. Bidder will be responsible for making any and all necessary changes or alterations to the technical information packets and provide updated packets to Savvik as necessary. The information packet must be approved by Savvik. Savvik may make the Products included in Bidder's bid proposal available to its Members for purchase at Savvik's online "Savvik Store." Bidder agrees to provide all support and data necessary to make the Products available for purchase at the Savvik Store.

19.2 **Trade Shows; Signage.** If Bidder attends trade shows of any type, in any state where Members are located, Bidder agrees to exhibit the Products and promote Savvik and this Contract. Bidder

agrees to cover all expenses for production of signs bearing Bidder's name and logo to be displayed at conferences. The sign may read "Proud Vendor of Savvik Buying Group".

- 19.3 **Vendor Website Promotion.** Bidder must post information about this Contract on its website. Posted information must include the Savvik logo and link to the Savvik website. Prior to posting such information, Bidder agrees to allow Savvik an opportunity to review and approve the content.
- 19.4 **Publicity.** Bidder shall not refer to this Contract, Savvik or Savvik Members in any advertising or publicity without first obtaining written permission from Savvik and individual Member concerned.

- 20.0 **Sales Calls.** Bidder agrees to conduct planned visits to Savvik Members to explain the Contract, communicate the savings, and promote the relationship between Savvik and Bidder.

- 21.0 **Financial Condition.** Bidder agrees to provide written notification to Savvik of any changes of Bidder's financial condition or corporate standing which may significantly impact the Bidder's ability to fulfill the terms and conditions of the Contract. Notice must be provided within 72 hours of such change.

22.0 **Default**

- 22.1 **Bidder Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**Bidder Default**") by Bidder under the Contract:
- (1) Failure to pay the Contract Management Fee;
 - (2) Violation of the Contract Pricing terms in Section 3;
 - (3) Failure to file complete and timely submit sales reports;
 - (4) Provision of Products that do not conform to Contract specifications; and
 - (5) Other acts or omissions by Bidder in violation of the terms of this Contract.
- 22.2 **Savvik Remedies.** Upon the occurrence of a Bidder Default, Savvik has the right to terminate the Contract, subject to the Cure Period detailed below. Savvik also has the right to deem the Bidder "nonresponsible" and ineligible to bid on or perform under Savvik contracts for a period of 3 years. SAVVIK may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.3 **Savvik Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**Savvik Default**") by Savvik under the Contract:
- (1) Failure to offer the Contract to Members; and
 - (2) Other acts or omissions by Savvik in violation of the terms of this Contract.
- 22.4 **Bidder Remedies.** Upon the occurrence of a Savvik Default, Bidder has the right to terminate the Contract, subject to the Cure Period detailed below. Bidder may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.5 **Cure Period.** Upon the occurrence of an event of default, the non-defaulting party agrees to provide written notice to the defaulting party of the default. The defaulting party then has 30 days after receiving written notice to cure the default (the "Cure Period"). After expiration of the Cure Period, if the defaulting party has not remedied the default, then the non-defaulting party will have the right to exercise the remedies outlined in this Section.

- 23.0 **Termination.** This Contract will terminate upon the earliest of the following dates: (a) expiration of the Contract Term (unless extended), (b) termination following an event of default that remains uncured through the Cure Period in accordance with Section 22, or (c) by either party for convenience with written

notice. Upon Contract termination, Bidder remains obligated to pay all Contract Management Fees incurred as of the date of Contract termination.

24.0 **Contract Documents; Order of Precedence**

24.1 The Contract shall consist of the following documents (inclusive of attachments and amendments), which are presented in order of precedence: (1) Contract Award; (2) RFB Cover Sheet; (3) Attachment 1 – Special Terms and Conditions; (4) Attachment 2 – Bid Requirements; (5) Attachment 3 – Specifications; (6) General Terms and Conditions; (7) Bid (8) Form 1; (9) Form 2; and (10) Form 3.

24.2 The entire contents of this RFB, the Bidders' response to this RFB, any changes or modifications agreed to in writing by the parties shall be made part of the Contract.

24.3 Conflict between the terms of the foregoing documents will be resolved based on the order of precedence.

24.4 Any modifications made by Bidder to the terms and conditions in the RFB are expressly rejected unless specifically accepted by Savvik in writing in the Contract Award document.

25.0 **Assignment.** This Contract, and Bidder's rights and obligations under this Contract, are not assignable by the Bidder in whole or in part without the prior written consent of Savvik.

26.0 **Severability.** If any provision of this Contract is held to be invalid, such invalidity shall not affect other provisions or application to any other part of the Contract which can be given effect without the invalid provision. To this end, the provisions of this Contract are declared to be severable.

27.0 **Choice of Law.** This RFB and the resulting Contract are to be governed by the laws of the State of Minnesota.

28.0 **Waiver of Liability.** The Principal Procurement Agency is taking no part in evaluating bids or selecting the successful Bidder, and is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any Bidder agrees to waive any and all claims against the Principal Procurement Agency, and incorporate a waiver of all claims against the Principal Procurement Agency into terms of the sale of Product purchases made by Savvik Members.

Attachment 1 – Special Terms and Conditions

Attachment 2 – Bid Requirements

Attachment 3 – Bidder Worksheet

Attachment 4 – Product Specifications and Pricing Worksheet

Form 1 – Bidder Identification

Form 2 – Bid unit listing and price

Form 3 – Published options

Exhibit A – Savvik Buying Group – National Cooperative Contract

Exhibit B – Savvik Buying Group – Cooperative Purchasing Agreement

Exhibit C – Savvik Buying Group – Principal Procurement Agency Certificate

ATTACHMENT 1 – SPECIAL TERMS AND CONDITIONS

SAVVIK RFB 2017-006 AMBULANCES

- 1.0 **Bulk Pricing.** In the event the Savvik Member desires to order three or more identical Vehicles on a single invoice, the Bidder may negotiate invoice pricing directly with the Savvik Member that is less than the Contract rates listed in its Bid without violating the Price Reduction Clause located in Section 3.2 of the Standard Terms and Conditions. To take advantage of the Bulk Pricing discount, all Vehicles ordered under the Bulk Pricing arrangement must be Accepted by the Member within one year of the Purchase Order date. This special price must be communicated with Savvik.
- 2.0 **Contract Management Fee.** Bidder shall pay a Contract Management Fee to Savvik for all Savvik Purchases under the Contract, including each ambulance and all added options purchased. This Contract Management Fee shall be part of the negotiated contract pricing for ambulance(s). The Contract Management Fee schedule is as follows.
- Option I
- 2.1 \$500.00 flat fee per Purchase Order. No matter how many units appear on the P.O., but all units on the P.O. must be delivered in a 12 month period. Units delivered outside the 12 month period from the original P.O. date will result in an additional \$500.00 fee. Each purchase order is unique and will result in an additional \$500.00 per event.
- Option II
- 2.2 \$15,000 yearly management fee billable on first day of contract and each year on contract renewal date (\$15,000 per year / \$45,000 for the 3 year contract term). This fee will be inclusive of all units sold during the year not matter how many units are sold or how many P.O's are issued. Standard reporting still required on a monthly basis.
- Please designate Option I or Option II in Attachment 4.
- 3.0 **Bid Surety.** The Bid Surety requirement is one thousand dollars (\$1,000.00). Bids must be on the basis of cash payment for work and accompanied by a cash deposit, certified check (on a responsible bank in the State of Minnesota), or a bidder's bond made payable, without conditions, to "Savvik Buying Group," in an amount of \$1,000.00. No bid may be withdrawn within 30 days of submission. Bidder selecting to use the electronic bid submittal process, shall copy the bid surety and include the copy in the electronic submittal package, with a note stating it was placed in the mail. Place the bid surety in the mail, to be received by Monday, July 31, 2017, prior to 11:00 AM CST, at mailing address is listed on cover page.
- 4.0 **Warranty.**
- 4.1 A statement must be submitted with each Bid, which certifies that the successful Bidder shall provide a warranty as part of the final Contract which offers the same or greater assurances as those specified below and further that the manufacturer and successful Bidder shall be jointly and severally liable under said warranty.
- 4.2 Warranties must be signed and notarized by an officer of the manufacturer and under no circumstances will the signature of a salesman or agent be acceptable.

5.0 **Insurance.**

- 5.1 Unless otherwise stipulated, Bidder/Contractor must have the following insurance and coverage minimums:
 - 5.1.1 General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
 - 5.1.2 Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.
 - 5.1.3 Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to Savvik.
 - 5.1.4 Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- 5.2 Original Insurance Certificates must be furnished to Savvik on request, showing Bidder/Contractor as the insured and showing coverage and limits for the insurances listed above.
- 5.3 If any Product(s) or Service(s) will be provided by parties other than Bidder/Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by Savvik, a separate insurance certificate must be submitted for each such party.
- 5.4 Savvik reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy

6.0 **Delivery and Logistics.** Deliveries shall be made as called for within five (5) business days of the agreed delivery date per the purchase order.

7.0 **Return of Products.**

- 7.1 Bidder agrees to accept returns and exchanges of all Products without a restocking charge.
- 7.2 Bidder agrees to be responsible for pickup and deliveries of returns and exchanges.
- 7.3 Bidder agrees to apply credit to appropriate customer account no later than the next billing period of when returned item(s) was originally billed.

ATTACHMENT 2 – BID REQUIREMENTS

SAVVIK RFB 2017-006 AMBULANCES

1.0 General Instructions to Bidders

- 1.1 **Bids as Offers.** Each Bid submitted in response to this RFB will constitute an offer by Bidder to provide the Products to Savvik Members in accordance with the terms and conditions of this RFB.
- 1.2 **Bidder to Pay Bid Costs.** This RFB does not obligate Savvik to pay any costs that Bidder incurs in the preparation of its Bid or the contract. All costs associated with preparation of a Bid or contract in response to this RFB will be borne solely by the Bidder.
- 1.3 **Use and Ownership of Bids.** All Bids shall become the property of Savvik and Savvik retains the right to disclose bids to its Members.
- 1.4 **Savvik Right to Change RFB.** Prior to contract award Savvik reserves the right in its sole discretion to amend, supplement, withdraw, or otherwise change this RFB in any manner. Savvik will notify bidders of RFB changes using the method determined by Savvik to be most appropriate.
- 1.5 **Restriction on Communication.** Bidders shall not initiate contact with any Savvik employee, Member employee or Savvik workgroup member, except as provided herein.
- 1.6 **Bidder's Questions & Requests for Clarification.** All questions regarding this RFB should be emailed to office@Savvik.org. Savvik will provide written responses to Bidder questions.

2.0 Bid Preparation Instructions

- 2.1 Include the following information on the outside of the Bid:
 - (1) Bidder Name and Address
 - (2) RFB Title
- 2.2 Complete and sign the **Bidder Certification Form** on the **Cover Sheet**.
- 2.3 Complete and sign the **Bidder Worksheet** on **Attachment 3**.
- 2.4 Complete and sign the **Product Specification and Pricing Sheet** on **Attachment 4**.
- 2.5 Complete Forms 1, 2 and 3.

3.0 Bid Format. Bids may be submitted by email or in hard copy form.

- 3.1 **Electronic submission.** All Bids submitted by email must be sent to office@Savvik.org with the words "BID ENCLOSED" followed by the name and the address of the Bidder and the title of the project. The Bid should be attached to the email in Microsoft Word or Adobe Acrobat format.
- 3.2 **Hard copy submissions.** All hard copy Bids must be submitted in sealed envelopes with the name and the address of the Bidder and the title of the project on the exterior of the package, along with the words "BID ENCLOSED". Bid envelopes must contain one hard copy and one electronic copy of the full bid and a copy supplied on electronic media in Microsoft Word or Adobe Acrobat format. A complete listing of bid products must also be included in an Excel or CSV file using the provided Savvik template.

4.0 Signatures. Bids that are not signed by the individual making them must be accompanied by a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

5.0 Withdrawal of Bids. Bids may be withdrawn prior to the Bid due date provided that:

- 5.1 Bidder provides a written withdrawal request that is physically received in hard copy form or by email by Savvik by the time and date specified for Bid due date, or
- 5.2 An authorized representative of the Bidder physically retrieves the Bid by providing proof of their identity and signs a receipt for the Bid prior to the time and date specified for the Bid due date.

6.0 **Ownership.** Submitted Bids will be the property of Savvik and will not be returned.

7.0 **Schedule.** The schedule of events for this RFB is as follows:

Event	Date
RFB Release	Thursday, June 22, 2017
Deadline for Submission of Questions	Before noon CST on Monday, July 24, 2017
Online Webinar Question & Answer Session	<p>Wednesday, July 26, 2017, 10:00 AM, CST</p> <p>Savvik RFB 2017-0006 Ambulances - Q&A Session</p> <p>Wed, Jul 26, 2017, 10:00 AM - 11:00 AM, CST</p> <p>Please join our meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/247774485</p> <p>You can also dial in using your phone. 1-866-365-4406 Access Code: 0121141</p> <p>First GoToMeeting? Try a test session: https://care.citrixonline.com/g2m/getready</p>
Bid Due Date	Wednesday, August 9, 2017, prior to 11:00 AM CST
Bid Opening	Friday, August 11, 2017, 9:00 AM CST
Bidder Opening Location	Savvik Buying Group 2800 North 7 th Street St. Cloud, MN 56303
Contract Award	Contract is targeted to begin on, before or after August 22, 2017 and will continue for 36 months, inclusive with the option to extend up to 24 months, upon agreement by both parties (the " Contract Term ").

8.0 **Bids as Binding Offers.** Once opened, each Bid is a binding offer that must available for acceptance for 90 days.

9.0 **Late Bids.** Late Bids will be deemed unresponsive and will be returned unopened.

- 10.0 **Rejection of Bids.** Savvik reserves the right to reject any or all Bids and to waive informalities and irregularities in Bids. Savvik will reject as nonresponsive Bids that contain material variances from the specifications detailed herein. Savvik considers a variance to be material if that variance gives a bidder substantial advantage or benefit over other bidders.
- 11.0 **Bid Opening.** Bids will be opened at the date, time and location set forth on the Cover Sheet of this RFB. Bids will be opened in the presence of the Savvik Officers identified on the Cover Sheet.
- 12.0 **Evaluation of Bids**
- 12.1 It is Savvik's policy to award contracts to the lowest responsive, responsible bidder. Savvik reserves the right to consider all elements in addition to cost in the selections of a Bidder, or Bidders, and is not obligated to select the lowest bidder. While cost is an important factor, Bids will be evaluated for responsiveness and Bidders for their responsibility, pursuant to the following criteria.
- 12.2 **Responsive Bids**
- 12.2.1 Bid responsiveness will be determined through evaluation of the following criteria:
- Compliance with RFB Instructions
 - Compliance with RFB Terms and Conditions
 - Compliance with Specifications
- 12.2.2 Savvik reserves the right to reject any Bid if the evidence submitted by or an investigation of such Bidder fails to satisfy Savvik that such Bidder is properly qualified to carry out the obligations of the contract and complete the work therein. The competence and responsibility of the Bidder will be considered in making an award.
- 12.2.3 All responses to this RFB should be clear and concise. Bids that are not substantive may be considered unresponsive. Responses of excessive length or containing excessive advertisement are discouraged and may be considered unresponsive. Responses must distinguish between currently available products and those still under development or in the process of becoming a product and service. Bidder is encouraged to make recommendations based on currently deliverable products and services.
- 12.3 **Responsible Bidders.** Bidder responsibility will be determined through evaluation of the following criteria:
- 12.3.1 Commitment to service
- 12.3.2 Past experience with Savvik and its Members
- 12.3.3 Coverage area
- 12.3.4 Service availability
- 12.3.5 Customer communications
- 12.3.6 Technical ability and competence
- 12.3.7 Range of Products available
- 12.3.8 Financial strength
- 12.3.9 Compatible organizational philosophies
- 12.3.10 Administration and management systems
- 12.3.11 Bidder resources, including access to adequate facilities, personnel and equipment to expeditiously complete the work and to provide the necessary product, service and ongoing support.
- 12.3.12 Ease of ordering through a web based application or toll-free number

13.0 Contract Award

- 13.1 This RFB is not an offer to contract. Only the execution of a written contract award will obligate the Savvik.
- 13.2 Savvik reserves the right to award this Contract to one or more Bidders without prior notification to any other Bidders.
- 13.3 Savvik reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Bidder's response and accepted by SAVVIK are understood to be included in any contract
- 13.4 Savvik shall award contract(s) for line items or groups of line items, at its sole discretion.

ATTACHMENT 3 - BIDDER WORKSHEET

SAVVIK RFB 2017-006 AMBULANCES

Provide the following certifications. If you are unable to make the certification as written, please indicate you have an exception in the chart below and provide detailed information about the exception.

	Certification	Initials	Exception?
1.	Bidder certifies that it understands the Contract Management Fee provisions of this RFB and agrees to pay the Contract Management Fee in accordance with those terms.		
2.	Bidder certifies that, to the best of its knowledge, no employee, officer or board member of Savvik presently has any financial interest in Bidder.		
3.	Bidder certifies that neither its organization nor its executives are currently suspended or debarred by the Federal government or any State or local government.		
4.	Bidder certifies that Bidder is not currently involved in any material litigation that could hinder Bidder's ability to provide the Products to Savvik in accordance with the terms of this RFB.		
5.	Bidder certifies that it has reviewed the terms and conditions of the RFB. Bidder represents that it understands the obligations of Bidder under any Contract that could be awarded as a result of its Bid. Bidder further warrants that, upon Contract Award, Bidder agrees to be bound to the terms of the resulting Contract, including, without limitation, the Standard Contract Terms and Conditions and the Special Terms and Conditions in Attachment 1.		

Provide the following information in your Bid and initial next to each piece of information provided.

Initials	Required Information
	1. Identify and provide detailed contact information (name, address, telephone number, fax number, and email address) for the following:
	a. A single point of contact for all general matters pertaining to the Contract
	b. A single individual responsible for payment of the Contract Management Fee
	c. A single individual responsible for preparation of reports under the Contract.
	2. Organizational background, structure and years in business.
	3. Submit names, qualifications and years with company of sales team.
	4. Provide a minimum of 4 references with which you have done business in the past 12 months.
	5. Provide a brief summary highlighting your organization's capacity:
	a. Commitment to service
	b. Past experience with Savvik and its Members
	c. Coverage area
	d. Service availability
	e. Customer communications
	f. Technical ability and competence
	g. Range of Products available
	h. Financial strength
	i. Compatible organizational philosophies
	6. Demonstrate you have the facilities, personnel and equipment to expeditiously provide

	the Products and to provide the necessary ongoing support.
7.	Describe your warehouse and distribution system.
8.	Describe your policies and procedures documenting and resolving customer complaints.
9.	Describe your procedure for dissemination of new products and equipment and training in use of new products.
10.	Describe your emergency service procedure for after normal business hours.
11.	Describe your resources and methodology to provide service to the United States and Canada.
12.	Describe your repair services and availability of replacement parts.
13.	Describe your disaster plan to assure service is uninterrupted for any reason.
14.	Describe any additional services offered by your company.
15.	Provide a catalog or listing of your complete line of products that includes Savvik pricing for every item in the catalog.
16.	Submit complete copies of all contracts and order forms Members would be expected to sign when placing orders under this Contract.
17.	Document Bidder quality assurance program, including a document retention plan.
18.	Submit sample Purchase Volume Report.
19.	List the names, trades, and union affiliation (if any) of the subcontractors to whom Bidder proposes to sublet portions of the contracted work.
20.	Submit a proper and verifiable Certificate of Insurance in the minimum amount of \$1,000,000 issued by company rated 'A+' as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.
21.	<p>Minority and Women Business Enterprise (MWBE) and (HUB) Participation.</p> <p>It is the policy of some entities participating in Savvik to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.</p> <ul style="list-style-type: none"> - Minority / Women Business Enterprise <ul style="list-style-type: none"> • Respondent Certifies that this firm is a M/WBE Yes or No - Historically Underutilized Business <ul style="list-style-type: none"> • Respondent Certifies that this firm is a HUB Yes or No <p>Please include a copy(s) of your certification.</p>

BIDDER CERTIFICATION

I warrant that the foregoing certifications and information provided as part of this Bid is accurate and complete to the best of my knowledge.

Date: _____

By: _____

Company Name & Address: _____

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ATTACHMENT 4 - PRODUCT SPECIFICATIONS & PRICING WORKSHEET

SAVVIK RFB 2017-006 AMBULANCES

Product Pricing Certifications

Provide the following certifications. If you are unable to make the certification as written, please indicate you have an exception in the chart below and provide detailed information about the exception.

	Certification	Initials	Exception?
1.	Bidder certifies that the product prices included in its bid will be effective on the date of Contract Award.		
2.	Bidder certifies that it understands and agrees to the Contract Pricing terms of the Standard Contract Terms and Conditions, including, without limitation the Price Escalation and Price Reduction clauses.		

Product Specifications

1. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude Bidder from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual End User.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

BIDDER PRICING CERTIFICATION

I warrant that the product pricing certifications and information provided as part of this Bid is accurate and complete to the best of my knowledge.

Date: _____

By: _____

Company Name & Address:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

Product Pricing

Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFB.

BIDDER CERTIFICATIONS

Bidder, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by Bidder and will not be knowingly disclosed by Bidder prior to the public response opening, either directly or indirectly, to any other Bidder or competitor.
- c. No attempt has been made or will be made by Bidder to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition

Additional Requirements for Ambulances:

1. CONTRACT FEE
Must include contract fee in pricing.
2. SPECIFIC DESCRIPTIVE REFERENCES
Except for Base Product Items listed on Form D, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.
3. MANUALS
Unless otherwise specified or superseded herein, each Product delivered under an Savvik contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the FORM designated herein for such options, or elsewhere in the Response as may be directed herein.
4. STANDARD FEATURES & OPTIONS
The following requirements are applicable primarily to physical goods.

Standard Features
 - a. The stated minimum requirements for all Products listed herein include what Savvik considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.
 - b. If it is unclear in the Response that an Savvik standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract Bidder will be expected to sell the Product with all Savvik specified standard features included in the base price.
 - c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in Savvik's specifications. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.
5. OPTIONS – GENERAL
 - a. Options are considered to be any features or accessories, other than Savvik's and Manufacturer's "standard" features or accessories.

- b. Options should be offered on the attachments designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, Bidder should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in Bidder's response.

6. OTHER OPTIONS

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and Bidder is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at Savvik's sole discretion.
- b. Bidder is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

7. PUBLISHED & UNPUBLISHED OPTIONS

- a. Any option that has not been listed and priced in the Response is considered to be an "Unpublished Option". Unpublished Options may be sold, but only in connection with the sale of a base Product Item.

8. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Bidder must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any Savvik contract.
- b. Bidder shall provide detailed Parts and Labor Warranty information with the Response. If Bidder submits a warranty with the Response which does not meet the minimum requirements herein, Bidder agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. Bidder's base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to End User with each Product sold.
- f. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- g. Bidder/Contractor is encouraged to offer extended warranties as an option.
- h. Neither Savvik nor End User assume any warranty or liability on Contractor's behalf unless made or assumed in writing, initiated by Contractor, and agreed to in writing by Savvik or the End User respectively.
- i. Contractor shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

9. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more End User Departments may be offered. Determination as to product similarity shall rest solely with Contractor.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly noted in your monthly sales worksheet.

10. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of

Savvik and/or the ordering End User, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the Contractor.

11. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form 3. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the End User.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with End User at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. Contractor shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise End User prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with End User's requirements, providing only that such arrangements do not contravene any requirement of the Savvik contract unless agreed to by Contractor.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of Contractor. Upon request by End User or Savvik, Contractor shall provide any documentation or certification related to such tests, certifications or licensing.

12. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to Savvik only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

13. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with Savvik.

14. PERFORMANCE UNDER CONTRACT

Savvik is committed to insuring that Contractor provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from End Users and Savvik in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from Savvik or End Users, and to efficiently, effectively and accurately service all requirements of the contract.

- d. As may be requested by SAVVIK, replace any staff members who are not providing the service and expertise deemed necessary by SAVVIK for acceptable support of End Users.
- e. Furnish, on request of SAVVIK, reasonable data, forms and graphic material to be used in brochures or other print media, or on SAVVIK's website.
- f. Allow access to SAVVIK authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.
- Purchase Volume / Sales Reports – Reporting Requirements:
1. Bidder agrees to submit detailed itemized monthly reports using the "Purchase Volume / Sales Report Template" provided by Savvik. Sales must be reported during the month in which purchase order was accepted. Savvik recognizes that the actual date(s) of delivery may be unavailable at that time and requests that delivery dates be reported when they are known.
 2. Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to Savvik by the 15th day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15th of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:
 - Savvik Member Number
 - Service Name
 - City
 - State
 - Invoice_Number
 - Invoice_Date
 - Item_Number
 - Item_Description
 - Quantity
 - Unit_Price
 - Ext_Price
 - Savvik Contract Management Fee
 3. Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of Savvik.
- g. Should Contractor default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.
- h. Savvik's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, Contractor must be prepared to offer a PPB to cover any specific order if so requested by End User. Contractor shall quote a price to End User for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of End User's purchase order.

SECTION B – PRODUCT SPECIFIC REQUIREMENTS
SAVVIK RFB 2017-0006 AMBULANCES

1. PURPOSE & SCOPE

Members of Savvik's Cooperative Purchasing Program periodically have need of a variety of Ambulances and may choose to buy them thru the Program. This Invitation and the specifications included and referenced herein are meant to establish minimum design and performance standards for such equipment, which shall be offered to members thru term contract(s).

2. GENERAL REQUIREMENTS

This Invitation is designed to obtain bids that will:

- a. Provide component prices for Emergency Medical Service Equipment and Units, and
- b. Provide a pricing structure or formula for services associated with the design, development, delivery, and installation of the equipment.
- c. At the direction of each End User Agency, Contractor shall develop individual, unit specific recommendations using the contractual component price list and service formulas.
- d. Contractor shall honor purchase orders for supply of new units and installation of Products on existing units, but will not be obligated to supply items such as stretchers, disposable medical supplies and oxygen tanks.
- e. Form 1's

An originally signed Form 1 from the all entities who are party to this submission and who should be offered a contract if this submission is successful. Bidder shall supply a spec/quote sheet for each product on Form 1. These sheets should call out the detail of what features are included in the price quoted on Form 2.

Note: The spec/quote sheet supplied in the solicitation for complete units should provide year/date and/or the price level information for each.

3. ABBREVIATIONS, ACRONYMS & DEFINITIONS

In addition to abbreviations, acronyms and definitions defined elsewhere herein, the following may also be found in these specifications:

- a. AMD = Ambulance Manufacturers Division of the National Truck Equipment Association
- b. Gallons. United States gallons.
- c. PTO. Power takeoff.
- d. Aluminum Constructed Body – patient module with all aluminum construction including structural components, cabinets, floors (no wood products used in construction).
- e. General Constructed Body – patient module with aluminum structural components and other marine or exterior grade construction materials.
- f. Chassis Powered – ambulance module powered by chassis electrical system.
- g. Generator Powered – ambulance module including module mounted warning equipment and scene lights powered by on-board generator.

4. SAFETY INSPECTION AND LICENSES

- a. Safety Inspection. Any vehicle bid to Savvik shall include in the bid price, the cost of providing whatever Safety Inspection is required in the state of purchase, including documentation and windshield sticker.
- b. State Licenses. Bidder must have all licensing required by any state in which business is conducted under a Savvik contract.

5. EQUIPMENT MANUFACTURER'S SUPPORT

- a. The Contractor shall be prepared to offer replacement parts and/or service at prevailing rates. Equipment and Units shall maintain replacement parts and service for all equipment. An ample

stock of individual components shall be carried for a minimum of seven (7) years after dates of acceptance by End Users of Emergency Medical Service Equipment and Units.

- b. If any component becomes obsolete or unavailable, the Contractor shall be responsible for providing a device which will functionally replace the component if replacement parts are ordered. Ultimately, the Contractor shall, if required, replace the item with equipment of current manufacture which will provide the same functions.
- c. Bidder shall certify by submission of this bid the capability to supply replacement parts (for ambulance conversions) as may be required for a period of at least seven (7) years after Emergency Medical Service Equipment and Units have been accepted by End User Agencies.

6. **FACTORY TESTING**

Emergency Medical Service Equipment and Units shall undergo extensive factory testing prior to shipment to End Users. Testing shall encompass all phases of Emergency Medical Service Equipment and Units equipment from board or modular component level, to fully assembled status. Savvik shall be furnished documentation on request.

Note: End User Agency shall be responsible for travel and expenses related to factory inspections. Bidder may provide this travel as an option to End User Agency where permitted.

7. **WARRANTY PERIOD**

The warranty period for all equipment and accessories shall be, at a minimum, at least as per the standard warranty period normally offered by the manufacturer. This shall supersede any requirement related to warranty period stated in Section A.

- a. The patient compartment, all modifications to the OEM chassis by Bidder on the accepted unit, equipment and parts shall be guaranteed for a minimum period of ONE (1) years against defects in design, materials, and workmanship. The warranty period shall begin upon final acceptance of the equipment. This warranty shall cover parts and labor expenses.
- b. On type I & III emergency medical service MODULE the warranty period shall be five (5) years.
- c. This warranty shall be upgraded to its original status each time the module is remounted by Contractor or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
- d. Warranty of all system equipment shall be the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.
- e. In the event any component part of equipment or materials furnished under these specifications, or it's subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor shall at no expense to the End User agency or Savvik, repair or replace equipment or component with new equipment or component.
- f. Contractor shall furnish copies of warranties for all installed or otherwise provided equipment upon delivery of vehicle(s) to end user agencies. "On site" service shall be furnished for minor repairs and electrical problems by the contractor, but may be performed by their certified, designated agent emergency medical service units.

8. **DELIVERY DOCUMENTATION**

a. User's Manual

At least one (1) user or operators manual shall be furnished with each delivered piece of equipment. Manuals shall provide basic operational description of all equipment and other pertinent operational details. Manuals shall be concise, simple, and shall include pictures showing various operator controls.

b. Installation / Service Manual & Schematics

The Installation/Service Manual shall describe proper Emergency Medical Service Equipment and Units installation procedures. The manual shall include those details which are unique to the unit. The Installation/Service Manual shall also include a maintenance section with board

overlays, schematic diagrams, and theories of operation. Explanation of diagnostic display interpretations shall also be included. All drawings shall be accurate, to a scale sufficiently large to show all pertinent features of unit/system items and method of connection, detailing components. Two each to be provided with each EMS unit delivered.

c. Equipment Documentation

Contractor shall deliver to End User Agency a complete set of manuals, warranties, warranty registration, instructions, etc. associated with any equipment installed or provided with the supplied Emergency Medical Service Equipment and Unit(s). This includes documentation for items such as sirens, lighting, siren speakers, oxygen devices, stretchers and cab-chassis.

9. ELECTRICAL AND MECHANICAL REQUIREMENTS & FEATURES

a. Ergonomic Design

Operator control functions, switches, buttons, and displays shall be designed to aid and enhance operator capabilities by minimizing efforts required to control equipment. Each function shall be labeled in a manner which minimizes operator error. Each major equipment function shall have an individual switch and associated indicator.

b. Electrical Features

1. Electronic circuitry employed throughout the Emergency Medical Service Equipment and Units may utilize integrated, solid state circuitry, and may utilize Very Large Scale Integration. The only exception allowed shall be relays for external interfaces and switches. Switches shall be rated for a minimum of one million (1,000,000) operations. On printed circuit boards, all active devices shall have designations screened onto the circuit board at each device location. All optional and auxiliary circuit output connections shall be screened onto the board for easy reference.
2. All Emergency Medical Service Equipment and Units electrical components should be of plug-in modular design. The plating material on circuit board edges, where plug-in contact is made, shall provide maximum reliability. All Copper traces on circuit boards shall be covered with protective materials which provide both isolation and non-conductivity.

c. Equipment Interchange Ability

For ease of service and reduction of spare parts, all components and similar equipment shall be interchangeable excepting minor adjustments, where applicable. The exchange of equipment by personnel of the End User Agency shall in no way constitute a violation of the warranty if performed according to basic steps listed in User's Manual or Installation/Service Manual. Emergency Medical Service Equipment and Units shall have all essential, standard maintenance areas located to provide ease of access.

d. Standard Electrical Feature Expansion

Field enhancement and expansion of standard electrical features shall be accomplished by modification or addition of required components to control the added features.

e. General Installation Requirements

1. The installation procedures for all equipment shall be accomplished in a complete and professional manner.
2. To conform with manufacturers' warranties, all equipment installed under this agreement having a manufacturer's warranty shall be installed by, or under the direction of, the manufacturer or his certified agent. All such manufacturers' warranties shall be forwarded to the End User Agency.
3. All work involving manufactured goods or products shall be performed in accordance with manufacturer's recommendations. Any and all items of work referred to by the specifications, unless specified to the contrary in writing, shall be the responsibility of the Contractor and shall be included in submitted bid.
4. Installations shall include all related costs to interface equipment to the Emergency Medical Service Equipment and Units sources. Contractor shall be responsible for

freight, handling, unpacking, placement, cabling, and final configuration of all proposed equipment; and all of these costs shall be identified in the bid.

5. Contractor shall be responsible for maintaining safe, clean work area, removing associated debris as needed.

f. Installation / Assembly Acceptance

Each Emergency Medical Service Equipment and Unit installation/assembly shall be completed and thereafter accepted in written Form 2 the End User Agency, with copy forwarded to the Savvik for final acceptance.

10. TRADE IN CREDIT

Contractor may offer reduction in price through credit for trade-in of End User Agency equipment at market value negotiated between Contractor and End User Agency. However, Trade-In credit shall be used to reduce End User cost only after applicable totals are tabulated.

11. STANDARDS ON BLOOD BORNE DISEASES

All Emergency Medical Service Equipment and Units sold thru the Program executed shall be compliant with Occupational Safety and Health Administration BLOOD BORNE pathogen standards, National Fire Protection Association, Inc standards, and Center for Disease Control recommendations. Emergency Medical Service Units shall be designed to expedite the removal of blood and other body fluids, provide isolated disposal areas for needle sharps and infected material, and eliminate use of materials in the manufacturing of units which provides a growth media for BLOOD BORNE pathogens.

12. KKK-A-1822F – FEDERAL AMBULANCE SPECIFICATIONS (CAAS – KKK – NFPA Standards or Current Requirements)

All Ambulance equipment offered and sold hereunder must meet Federal Ambulance Specification KKK-A-1822F, and all modifications and enhancements to that specification as detailed in this Invitation. A copy of the Federal Ambulance Specifications may be downloaded at no cost from the internet at: FSS.GSA.GOV/VEHICLES/BUYING. (http://www.ntea.com/Downloads/AMD_KKK-A-1822F.pdf).

- Please Bid the KKK-A- 1822F standards as the bid truck and note CAAS upgrade charge and NFPA upgrade charge.
- **The bidder should also include any upcharge/decrease on bidding the CAAS or NFPA standard, this can be listed in the available options on Form 3.**

13. MINIMUM CAB/CHASSIS SPECIFICATIONS FOR AMBULANCES

All bidders must bid this specific vehicle in your submission.

**2018 Ford Cutaway 158” Chassis (or comparable chassis) with Gas Motor
~~FE450~~ 2 Wheel Drive (Dual Rear Wheel, Cab & Chassis) Type III”**

Offered commercial cab-chasses shall meet all specification herein, including the following:

- All cab/chassis shall be current model Ford, Dodge, Chevrolet, GMC, International, Freightliner or other compliant cab & chassis, with 47A ambulance prep-package, where applicable, to be included in the base unit price.
- Chassis OEM engine suitable for proposed units intended use with automatic transmission and drive train, with spin-on oil filter, dry paper element type air filter, minimum one-half inch clearance between fan blades and radiator, and radiator with heavy duty coolant recovery system.

- Multi-speed automatic w/auxiliary transmission cooler
- Power steering
- Brakes, dual hydraulic power, rear anti-lock braking system on type I, II, and III.
- Dual parking brake, cable actuated operated on type I, II, and III
- Factory air conditioning with engine driven compressor and environmentally safe freon, heavy duty cooling package and heavy duty radiator
- OEM tinted glass
- Dual wheels, if applicable - wide track rear axle
- Unless specified by the end user, on Type I or III Modular Ambulance and Type II Van, single rear axle shall be the minimum specifications or according to payload requirements as indicated in the KKK specification
- Rear axle ratio suitable for intended use
- Heavy duty front springs with front stabilizer bar
- Heavy duty gas shock absorbers front and rear
- Heavy duty rear springs designed for intended use
- Radial tires with highway tread
- Spare tire and wheel as above
- Chrome front bumper
- OEM Exterior mirrors suitable for intended use
- Dual heavy duty batteries providing cold cranking amperage suitable for intended use
- Factory dual horns, electric
- Windshield wipers, with intermittent feature
- Factory installed fuel tanks
- Aero or equal halogen headlights w/impact-resistant lenses.
- Electrical generating system: At minimum the ambulance shall be equipped with an OEM standard DC power from either a single or dual OEM alternator. Another brand of alternator may be substituted, provided the manufacturer of the alternator has a local service center and the alternator has been certified by a certified testing authority that the generating system meets the requirements of the KKK. Increase to the capacity of the electrical system shall grow in accordance to the demand in the final electrical design of the system and the electrical load thereto. Exception to this requirement is an emergency medical service unit with an auxiliary generator set with electronic ignition, then the OEM cab-chassis 100 ampere or greater alternator is acceptable.

14. OPTIONS AND ACCESSORIES FOR AMBULANCES (excel list or discount off of list price)

Bidder shall provide a thorough listing of options on Form 3 for the categories listed below. Bidder may list/price these options individually or provide a catalog specifying the pricing/discount structure. All catalogs must be identified (name, effective date, year) on Form 3. If catalog is submitted, bidder shall provide a copy of this catalog w/bid. The catalog/retail price book bid shall be the one in effect at the time of bid submittal. In any event, manufacturers' descriptions, part numbers, and pricing must be provided. Pricing must include installation on the vehicle when part of original vehicle order. Where one of these options is standard equipment, buyer may choose to take a credit in lieu of the required option, provided omission of the item does not make the unit non-compliant with NFPA, QVM and/or any other applicable certifications. This list is not meant to be restrictive or all inclusive. Bidder is expected to provide a complete listing of options/accessories with the response.

Required Option (To be bid on Form 3) – (SAE J3027) – Ambulance Litter Integrity, Retention and Patient Restraint must be provided where the states or end users request it. The Cot Fastener Assembly shall be bid as an option by the contractor (Form 3).

Note: Bidder is encouraged to list chassis credits (where applicable) on Form 3.

Option and Accessory Categories

- Emergency Lighting & Light Bars
- Audible Warning Devices

- Bumpers, Guards & Trim
- Cab/chassis Options & Accessories
- Electrical Options & Accessories
- Operator Control Panel Options & Accessories
- Patient Module Exterior/Construction Options & Accessories
- Patient Module Interior Options & Accessories
- Patient Module Window Options
- Patient Transport/Restraint Options & Accessories

15. REQUIREMENTS FOR EQUIPMENT OTHER THAN AMBULANCES

Equipment other than ambulances shall be built to standard published OEM specifications for the specific equipment offered, and must meet the requirements of any applicable federal (FMVSS), state or local law or regulation. All emergency vehicles, chassis, modular body equipment, devices, accessories, and electronic equipment delivered under this contract shall carry the manufacturers' standard warranty for a minimum of 1 year against defects in materials, workmanship and performance.

16. COMPETITIVE PRICING

By submission of a response, Bidder certifies that offered pricing is as good as or better than pricing offered to local government customers individually or thru any other program under normal circumstances. If such is not the case, Bidder shall explain how offered pricing differs from "best" pricing, and by how much.

*Specifications prepared by Savvik Buying Group Cooperative Purchasing Program
This is the end of Section B*

FORM 1 - BIDDER IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT *handwrite* **this Form. Information must be typed in.)**

RFB# 2017-0006

Invitation Title: Ambulances _____

Bidder Company: _____

(Legal name of business which will appear on contract, if awarded)

Bidder Status: **Manufacturer** **Dealer/Distributor** **Other**

Response Type(1): **Single Bidder Acting Alone or As Lead** **Multiple Bidders Acting Jointly**

Contract Signatory(2): _____

Title: _____

Mailing Address(3): _____

Street/PO Box

City

State & Zip

Physical Address: _____

Street

City

State & Zip

Phone: _____

Fax: _____

Email Address: _____

Federal Tax ID No.: _____

Web Page URL: _____

- (1) If Joint Offering, all parties must submit a signed Form 1. A contract will be offered to each. Please attached a list of all participating dealerships and person who will sign final contract documents if an award is made.
- (2) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____

Title: _____

Mailing Address: _____

Street/PO Box

City

State & Zip

Physical Address: _____

Street

City

State & Zip

Toll Free Phone: _____

Fax: _____

Email Address: _____

- (4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Bidder:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Bidder to honor all requirements;
- Makes, under penalty of perjury, all required Bidder Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

EXHIBIT A – SAVVIK BUYING GROUP – NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

Eagle County Paramedic Services (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Savvik Buying Group ("Savvik"), is requesting proposals for Ambulances. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Savvik's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with Savvik (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with Savvik as a Participating Public Agency in Savvik's cooperative purchasing program. Registration with Savvik as a Participating Public Agency is accomplished by Public Agencies joining Savvik and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through Savvik.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither Savvik, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on Savvik's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through Savvik.

These requirements are incorporated into and are considered an integral part of this RFP. Savvik reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement Savvik intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The Savvik marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The Savvik sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls

- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The Savvik contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Savvik Buying Group Company Administration Agreement between Supplier and Savvik (the "Savvik Administration Agreement")

1.4 Award Basis

The basis of any contract award resulting from this RFB made by Principal Procurement Agency will be the basis of award on a national level through Savvik. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through Savvik. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and Savvik shall agree.

1.5 Objectives of a Cooperative Program

This RFB is intended to achieve the following objectives regarding availability through Savvik's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market cooperative strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and Savvik designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is the Supplier's primary "go to market" cooperative strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Savvik and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the

RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through Savvik nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Savvik in accordance with the Savvik Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

EXHIBIT B - SAVVIK BUYING GROUP – COOPERATIVE PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with Savvik Buying Group ("Savvik") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through Savvik and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXHIBIT C – SAVVIK BUYING GROUP – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Eagle County Paramedic Services ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Savvik Buying Group (Savvik). I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity, as Principal Procurement Agency for Savvik, Eagle County Paramedic Services agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Eagle County Paramedic Services

Signature

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