

SAVVIK **CONTRACTS**

Philips
Medical Equipment #2021-06
Expires: 11/8/2024

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Eagle County Health Service District
Request for Bids (RFB)

Host Public Agency: *Eagle County Health Service District*
Marketing Agencies: *Savvik Buying Group and Public Safety Association Inc*

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 Public Safety Association Inc. ("PSAI"), is requesting proposals for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing. The intent of this Request for Bids ("RFB") is that any contract between Principal Procurement Agency and Bidder resulting from this Request For Bid (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 PSAI's and Savvik Buying Group's cooperative purchasing programs. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (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 PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration as a Participating Public Agency by joining PSAI or one of its contracted partners 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 PSAI. All transactions, purchase orders, etc., will occur directly between the Bidder and each Participating Public Agency individually, and neither PSAI, 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 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 PSAI waive any and all claims against the Principal Procurement Agency.

Request for Bids Number: RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

**Bids will be awarded by sub category in this overall RFB.
Please bid all sub categories that apply to your company.**

Specifications for: Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing (the "**Products**")

Contract Term: This contract is targeted to begin on or after November 8, 2021 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: Friday, October 15, 2021, prior to 11:00 AM CST

Submit Bids To: Public Safety Association Inc.
c/o Eagle County Paramedic Services
56 33rd Ave S, PMB 347
St Cloud, MN 56301

Electronic Submission (**preferred**) Email to: office@publicsafetyassociation.org
Dropbox Link: <https://www.dropbox.com/request/u8nCcebKuQBq91q9U6J7>

Bid Opening Date and Time: Friday, October 15, 2021, 1:00 PM CST

Bid Opening Location: Webinar – Details Listed Below in Schedule of Events

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

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

PSAI welcomes timely competitive sealed bids for the Products. Late Bids shall not be considered. Bids may be submitted electronically (preferred) 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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GENERAL INFORMATION

Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Medical Equipment.

Eagle County Paramedic Services intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFB will be administered by Public Safety Association Inc., in partnership with Savvik Buying Group.

This Request For Bid (RFB) is issued on behalf of Eagle County Paramedic Services by the Public Safety Association Inc., which is the sole point of contact for the Eagle County Paramedic Services during the procurement process.

Public Safety Association Inc.

Public Safety Association Inc. (herein "PSAI") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

PSAI is jointly sponsored and supported by Savvik Buying Group. Savvik Buying Group will manage all aspects of the award.

Participating Public Agencies

Today more than 14,000 public agencies belong to the PSAI and its partners contracts and suppliers to procure products and services annually.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Eagle County Paramedic Services, Colorado is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is included in Exhibit A of this RFB.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$20 million dollars annually. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Eagle County Paramedic Services and PSAI are committed to utilizing the

Master Agreement. PSAI shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally.

Marketing Support

PSAI provides marketing support for each Supplier's products through the following:

EMS Services, Municipalities, Fire Departments, Law Enforcement Schools and Universities, Hospitals, training facilities, post acute facilities, nursing homes, health departments, prisons, developmental centers and other Public Safety services.

Administrative and marketing personnel that directly promote the PSAI to Participating Public Agencies through public agency meetings, email, national publications, annual meetings, Higher Education and State Associations.

Marketplace

PSAI will utilize the Savvik Buying Group online Marketplace, which gives Participating Public Agencies the ability to purchase from many PSAI contracts directly from the Savvik website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. **Bids will be awarded by sub category in this overall RFB. Please bid all sub categories that apply to your company.**

Evaluation of Proposals

Proposals will be evaluated by Eagle County Paramedic Services and PSAI in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

PSAI Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request For Bid and provides the best overall value will be eligible for a contract award. PSAI reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

Scope of the Project

Eagle County Paramedic Services is seeking proposals from qualified firms to establish a cooperative contract or contracts for Medical Equipment on behalf of all public safety services, local governments, school districts, training facilities, post acute facilities, nursing homes, health departments, prisons, developmental centers, higher education in the United States of America, other governmental agencies and nonprofit organizations.

Objectives

- A. Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Comply with all federal and state statutes relative to providing quality products and services.

General Definition of Products and/or Services

Suppliers are to propose the broadest possible selection of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing, related products and solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request For Bid, including but not limited to:

1. Monitoring & Defibrillation

- This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, pacing, disposable CO2 sampling lines, wave form for capnography, pulse oximetry accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts, 12 Lead ECG and any other monitoring and defibrillation products and solutions offered by Supplier. To include dual mode, AED and Manual.

2. Automated External Defibrillators

- The AED must be adult and pediatric compliant.
- The AED must enhance user performance by displaying visual icons or audible prompts.

- The AED must guide the rescuer in following the proper rescue sequence.
- The AED must utilize a biphasic technology.
- The AED must be user configurable to adapt to local and changing protocols.
- The AED must be capable of automatic self-tests of the internal circuitry delivery system.
- The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time_intervals.
- The AED must offer the capability of a user-activated manual self-test.
- The AED must include an easily identifiable on/off switch on the front of the device.
- The AED must have an easy to see status indicator that advises users if the unit requires service.
- The AED must offer an audible tone that sounds if the unit requires service.
- The AED must record data to an internal memory.
- The AED must include the ability to download data to a computer.
- The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
- The AED must have a cable length of at least 48 inches.
- The AED must include a patient analysis system that automatically evaluates patient ECG or shockable/non-shockable rhythms.
- The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

3. Cardiac Monitors/Defibrillators

- All equipment and supplies must be new / unused.
- 4 lead, and 12 lead monitoring capability
- Bi-phasic defibrillation with adult and child defibrillation pads.
- Capable of being programmed to start in Automated External Defibrillator mode.
- Non-invasive pacing capabilities both demand and non-demand.
- Synchronized Cardio version with EKG markers
- End Tidal carbon dioxide monitoring (EtCO2) wave form capable
- Pulse Oximetry (SpO2)
- Non-Invasive Blood Pressure (NIBP)
- Batteries- as recommended by provider. A minimum of 2 batteries per unit are required.

- Each defibrillator must be capable, and include equipment for 110 AC charger and Mobile 12 V DC charger. (If that option is available-Not a requirement).
- Cases – as recommended by provider
- Data storage capabilities – detail capacity and data management including hardware and software as applicable.
- Data Retrieval event summary printout
- Data management software package.

4. Automated CPR Devices

- SPECIFICATIONS FOR MECHANICAL CHEST COMPRESSION SYSTEM COMPRESSIONRATE: 102 \pm 2 compressions per minute
- COMPRESSION DEPTH: 2.1 \pm 0.1 inches for patients with sternum height greater than 7.3 inches. 1.5 to 2.1 inches for patients with sternum height less than 7.3 inches
- COMPRESSION METHOD: Sternal chest compressions with assistance of suction cup
- CHEST RECOIL: Allows for complete chest wall recoil after each compression
- COMPRESSION MODES: Operator selectable between 30:2 (30 compressions followed by a 3 sec ventilation pause) or Continuous compressions with 10 ventilation alerts per minute
- PATIENTS ELIGIBLE FOR TREATMENT: 6.7 to 11.9 inches sternum height (anterior- posterior). 17.7 inches chest width. No patient weight limitation
- TYPE OF SYSTEM: Two part device assembly (back plate and upper part)
 - Automatic fine-tuning of suction cup's contact to chest when setting the start position
 - Automatic adjustment of compression force and depth to individual chest stiffness
 - Holes in back plate allow for strapping and securing onto transportation device
 - Foldable support legs to minimize size when stored in compact carrying case
- CARRY CASE: Hard-shell carrying case allows for charge while in bag and check of battery status through top window
- COMMUNICATION: Bluetooth 2.1 wireless communication built into device to allow for wireless transmission of device data to PC with Bluetooth ability
- Battery Run Time: 45 minutes (typical)

- Battery Desk-Top Charger: AC Stand-alone charger that charges battery in less than four hours at room temperature

5. **Ventilators**

Specification of ICU Ventilator (Respiratory Ventilator)

- Should have facility for Invasive and Non-Invasive ventilation.
- Microprocessor Control suitable for Pediatric and adult ventilation.
- Electromagnetic Compatible Hinged arm holder for holding the circuit.
- Should have inbuilt facility to upgrade with EtcO₂.
- Facility to Measure and display:
 - Status indicator for ventilator mode.
 - Battery indication.
 - Pressure Vs time Vs volume Vs time, flow Vs time 3 curves/ waveforms.
 - Alarm setting.
- Automatic compliance and leakage compensation for circuit and ET Tube.
- Should have facility of log book, for events and alarms with date & time.
- Should have following settings:
 - Tidal volume (Minimum at least 50ml, Maximum up to 2000ml)
 - Inspiratory Pressure (up to 80 cm of H₂O)
 - Respiratory rate 1 to 80 bpm.
 - Apnea back up rate.
 - CPAP/PEEP
 - Pressure support.
 - FiO₂
 - Pause Time
 - Pressure & flow Trigger
 - Inspiratory flow up to 120 Lpm.
- Monitoring and Display of the following Parameters.
 - Airway Pressure (Peak & Mean).
 - Tidal volume (Inspired & Expired).
 - Minute volume (Inspired & Expired)
 - Respiratory mechanics.
 - Spontaneous Minute Volume.
 - Total Frequency.
 - F_{IO2} dynamic.
 - Intrinsic PEEP.
 - Plateau Pressure.
 - Resistance & Compliance.
 - Use selector Alarms for all measured & monitored parameters.
 - Occlusion Pressure.
 - Pressure Flow & Volume curves.

- Modes of Ventilation equipped with newer modes of ventilation:
 - Assist /control.
 - Volume Control.
 - Pressure control.
 - Pressure support.
 - SIMV with pressure support (Pressure and volume control).
 - PEEP.
 - Inverse ratio Ventilation.
 - Non-invasive ventilator- BIPAP, CPAP.
 - Apnea Ventilation, User selectable, volume & pressure control.
 - Should have built in safety alarms for Airway Pressure High & low, Minute volume, High & low, power failure, Low oxygen, High Respiratory Rate, Air Source in-operable.
 - Should have inbuilt exhalation filter.
 - Compressor should be of same company inbuilt/ mounted with ventilator assembly.
 - Should have compatibility with existing central pipe line.
- Standard Accessories along with:
 - Patient breathing circuit of silicone for Adult & Pediatric (reusable).
 - Non-invasive ventilator mask reusable for adult (3sizes) and pediatric according to
 - age- 4set each.
 - ET tube cuff pressure monitor and HME filter - 10.

6. Video Laryngoscopes

- Combines line-of-sight video from its portrait display with the familiar Macintosh technique. So you retain your traditional laryngoscopy skills
- Drop tested to two meters and fully submersible. Designed to endure fast-paced hospital and EMS environments
- One-handle with multiple blade options. From pediatric to adult patients and routine to extreme airways

7. Other Medical Devices not listed in Bid

- Must be used in EMS, Fire and other Public Safety space
- Must be sized to fit into first responder vehicles

8. Training and Accessories

- Training and Accessories for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes

9. Extended Warranties, Services and Financing

- Extended Warranties for all products lines

- Automated External Defibrillators
- Cardiac Monitors/Defibrillators
- Automated CPR Devices
- Ventilators
- Video Laryngoscopes
- Service Contract
- Finance and Leasing Programs

A. Related Products and Solutions – Additional related products, services or solutions offered by Supplier.

a. Definitions

The following definitions are used throughout the RFB.

- **Eagle County Paramedic Services** means Eagle County Paramedic Services
- **Contracting Agent** means Eagle County Paramedic Services, Colorado
- **Eagle County Paramedic Services Agency** means Department /Division utilizing the service or product
- **Managing Agent** means Public Safety Association Inc.
- **Proposer/vendor/supplier** means a firm submitting a proposal in response to this RFB.
- **Contractor** means proposer awarded the contract.
- **Participating Public Agency "PPA"** is a public entity that elects to utilize the Master Agreement.

b. Clarification of the specifications

All inquiries concerning this RFB must be directed to the person indicated on the cover page of the RFB Document. (electronic mail is the preferred method)

Any questions concerning this RFB must be submitted in writing by mail, fax or e-mail on or before the stated date on the Calendar of Events (Attachment 2, Section 7.0) (Also referred to in this section).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFB document at this point in the RFB process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFB document.

Mailing Address:

Public Safety Association Inc.
c/o Eagle County Paramedic Services
56 33rd Ave S, PMB 347
St. Cloud, Minnesota, 56301

Proposers are prohibited from communicating directly with any employee of Eagle County Paramedic Services, except as described herein. No Eagle County Paramedic Services employee or representative other than those individuals listed as Eagle County Paramedic Services contacts in this RFB is authorized to provide any information or respond to any question or inquiry concerning this RFB. Communications must be with the Managing Agent.

c. Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on www.publicsafetyassociation.org

It shall be the responsibility of the proposers to regularly monitor the PSAI website for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFB Cover Page / Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

d. Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFB. The actions with specific dates must be completed as indicated unless otherwise changed by the Eagle County Paramedic Services. In the event that the Eagle County Paramedic Services finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFB and posting such supplement on the PSAI web site at www.publicsafetyassociation.org. There may or may not be a formal notification issued for changes in the estimated dates and times.

Event	Date
RFB Release	Thursday, August 19, 2021
Deadline for Submission of Questions	Before noon CST on Monday, October 11, 2021
Online Webinar Question & Answer Session	<p>Q&A Session - RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing</p> <p>Wednesday, September 8, 2021, 10:00 AM - 11:00 AM, CST</p> <p>Join Zoom Meeting https://zoom.us/j/92819502103?pwd=VndTZ3QwQ2VqS2ErWINOT0FTT1pFUT09 Meeting ID: 928 1950 2103 Passcode: 948255 One tap mobile +13462487799,,92819502103#,,,,*948255# US (Houston) +16699006833,,92819502103#,,,,*948255# US (San Jose) Dial by your location +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago)</p>

	Meeting ID: 928 1950 2103 Passcode: 948255 Find your local number: https://zoom.us/j/adF3XNpD3S
Bid Due Date	Friday, October 15, 2021, prior to 11:00 AM CST
Bid Opening	Friday, October 15, 2021, 1:00 PM CST
Online Webinar Bidder Opening Location	Bid Opening - RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing Friday, October 15, 2021, 1:00 PM - 2:00 PM (CST) Join Zoom Meeting https://zoom.us/j/92468911901?pwd=WWVTQII0WVQ3bWl0RERTU1GcG5PUT09 Meeting ID: 924 6891 1901 Passcode: 078229 One tap mobile +13462487799,,92468911901#,,,,*078229# US (Houston) +16699006833,,92468911901#,,,,*078229# US (San Jose) Dial by your location +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) Meeting ID: 924 6891 1901 Passcode: 078229 Find your local number: https://zoom.us/j/aAm5svmbM
Contract Award	Contract is targeted to begin on, before or after November 8, 2021 and will continue for 36 months, inclusive with the option to extend up to 24 months, upon agreement by both parties (the " Contract Term ").

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

PSAI 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.

There is considerable potential sales value because PSAI is being used not only in the State of Colorado, but NATIONWIDE. This means that PSAI 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 PSAI 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 PSAI 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 PSAI 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, PSAI will agree to offer the Contract to its Members.
- 1.2 Bidder agrees that all Product purchases made by Members under this Contract are "**PSAI 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.** Eagle County Paramedic Services and PSAI 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.

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 PSAI for future PSAI Purchases in accordance with this Section.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik Buying Group member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

2. A price reduction shall apply to PSAI 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 PSAI with the same effective date, and for the same time period, as extended to the other customers.
4. The Bidder may offer PSAI a voluntary price reduction at any time during the Contract Term.

5. The Bidder shall notify PSAI 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 PSAI is required for all increases in Product pricing. Bidder must submit to PSAI its request to increase Product pricing, along with evidence of the manufacturer cost increase, such as a receipt from the manufacturer. PSAI 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 PSAI Members.

4.0 PSAI Purchases and the Contract Management Fee

- 4.1 Bidder agrees to pay PSAI a Contract Management Fee (as defined in the Special Terms and Conditions) for each PSAI Purchase during the Contract Term. All Product purchases made by Members during the Contract Term are "**PSAI Purchases**", subject only to the limits outlined in this Section 4.
- 4.2 Product purchases made by PSAI 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 PSAI Purchases provided that Bidder satisfies the following requirements. Upon notification of Contract Award, Bidder must provide PSAI 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**"). PSAI will keep the Existing Member Contract List confidential. The Existing Member Contract List will be attached to the executed Contract between Bidder and PSAI. 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.
- 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 PSAI 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 Purchase Volume / Sales Reports.

1. Bidder agrees to submit detailed itemized monthly reports using the "**Purchase Volume / Sales Report Template**" provided by PSAI. Sales must be reported during the month in which purchase order was accepted. PSAI 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 PSAI 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:

- PSAI Member Number
- Service Name
- City
- State
- Invoice_Number
- Invoice_Date
- Item_Number
- Item_Description
- Quantity
- Unit_Price
- Ext_Price
- PSAI 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 PSAI.

5.2 **Additional Reports.** Bidder agrees to comply with reasonable requests made by PSAI and its Members for additional reports.

6.0 **Non-Mandatory Contract.** PSAI does not mandate its members to purchase under this Contract. There are no quantities guaranteed by the Principal Procurement Agency and PSAI 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 PSAI 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 "Public Safety Association Inc. c/o Eagle County Paramedic Services"; and

conditioned upon PSAI 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 PSAI, whichever is sooner. Bidder agrees to grant PSAI 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 PSAI presently has any financial interest in Bidder.

- 15.0 **Contract Administrators and Key Personnel.** Bidder shall notify PSAI 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.** PSAI 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 PSAI'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.

19.0 **Promotion and Publicity**

- 19.1 **PSAI Website Promotion.** Bidder agrees to provide PSAI with a technical information packet related to the Products via email, and PSAI agrees to post the information to its main and Members-only websites. PSAI will be sharing this contract award with Savvik Buying Group for secured publication to Savvik members. PSAI 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 PSAI as necessary. The information packet must be approved by PSAI. PSAI may make the Products included in Bidder's bid proposal made available to its Members for purchase at PSAI's online PSAI Store or PSAI Partners Store. Bidder agrees to provide all support and data necessary to make the Products available for purchase at the PSAI 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 PSAI and 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 Public Safety Association Inc."

19.3 **Vendor Website Promotion.** Bidder must post information about this Contract on its website. Posted information must include the PSAI or Savvik logo and link to the PSAI or Savvik website. Prior to posting such information, Bidder agrees to allow PSAI or Savvik an opportunity to review and approve the content.

19.4 **Publicity.** Bidder shall not refer to this Contract, PSAI or PSAI Members in any advertising or publicity without first obtaining written permission from PSAI and individual Member concerned.

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

21.0 **Financial Condition.** Bidder agrees to provide written notification to PSAI 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 **PSAI Remedies.** Upon the occurrence of a Bidder Default, PSAI has the right to terminate the Contract, subject to the Cure Period detailed below. PSAI also has the right to deem the Bidder "non-responsible" and ineligible to bid on or perform under PSAI contracts for a period of 3 years. PSAI may also pursue all other remedies permitted by the Contract or available by law and equity.

22.3 **PSAI Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**PSAI Default**") by PSAI under the Contract:

- (1) Failure to offer the Contract to Members; and
- (2) Other acts or omissions by PSAI in violation of the terms of this Contract.

22.4 **Bidder Remedies.** Upon the occurrence of a PSAI 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 – Bidder Worksheet; (5) Attachment 4 – Product Specifications and Pricing Worksheet (6) Attachment 5 – Designation of Confidential and Proprietary Information (7) Attachment 6 – Supplier Worksheet for National Program Consideration (8) Attachment 7 – Cost / Financial Proposal (9) Form 1 – Core Bid Items Pricing
- 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 PSAI 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 PSAI.
- 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 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 PSAI Members.

Attachment 1 – Special Terms and Conditions

Attachment 2 – Bid Requirements

Attachment 3 – Bidder Worksheet

Attachment 4 – Product Specifications and Pricing Worksheet

Attachment 5 – Designation of Confidential and Proprietary Information

Attachment 6 – Supplier Worksheet for National Program Consideration

Attachment 7 – Cost / Financial Proposal

Form 1 – Core Bid Items Pricing

**Exhibit A – Eagle County Paramedic Services and Public Safety Association Inc.
– National Cooperative Contract**

**Exhibit B – Eagle County Paramedic Services and Public Safety Association Inc.
– Cooperative Purchasing Agreement**

**Exhibit C – Eagle County Paramedic Services – Principal Procurement Agency Certificate
– Principal Procurement Agency Certificate**

ATTACHMENT 1 – SPECIAL TERMS AND CONDITIONS

RFB 2021-06 Medical Equipment

Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

1.0 Contract Management Fee.

The Contract Management Fee will be 3% of the value gross sales made under this Contract and calculated based on the gross sales of each calendar month invoiced, regardless of when Bidder receives payment from the Member.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

- 2.0 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 "Public Safety Association Inc. c/o Eagle County Paramedic Services," 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 Friday, October 15, 2021, prior to 11:00 AM CST, at mailing address is listed on cover page. Scan and e-mail a copy of Bid Surety to: office@publicsafetyassociation.org

3.0 Technical Requirements.

3.1 Technical Requirements

- 3.1.1** The Products and Services to be furnished under this contract shall be the manufacturers current type and class specified. The Products and Services shall be complete with operating accessories as specified herein; furnished with such modifications and attachments as may be necessary and specified to enable the Products and Services to function reliably and efficiently in sustained operation. The design of the Products and Services and the specified equipment shall permit accessibility for servicing, replacement and adjustment of component parts and accessories with minimum disturbance to other components and accessories.
- 3.1.2** The completed Products and Services and components shall comply with all Federal standards and regulations.
- 3.1.3** Where minor details of construction and materials are not specified, Bidder shall supply only the best of such materials and design and construct any such unspecified parts in accordance with the best interests of the PSAI. All materials used in the Products and Services furnished shall be guaranteed to be new and of current manufacture.

3.2 Technical Support

- 3.2.1** Technical service and/or support shall be provided by the vendor and shall be available 24 hours per day, 365 days per year via a toll free number. Any software updates shall be made available to PSAI members at no cost.

- 3.3 Parts/Service Availability
 - 3.3.1 Bidder shall provide a list of service centers in the United States authorized to perform warranty and repair work. Where a local sub-contractor(s) is utilized, Bidder shall provide the name, address, and telephone number of said contractor(s) with Proposal.
 - 3.3.2 Bidder must develop and provide written procedures that address how to request completion of warranty work. Written procedures and all necessary paperwork needed to be submitted shall be included with Bidders Proposal.
 - 3.3.3 To ensure a continuous supply of repair parts and service for the Products and Services furnished under this contract, the Bidder agrees to maintain a source of parts (at its own facility or that of a sub-contractor) for a period of not less than five (5) years following the conclusion of said contract and/or model year of production.
 - 3.3.4 Bidder shall keep essential accessories and replacement parts in stock at all times to provide PSAI members quick turn around time (not greater than 48 hours from time of order to shipping).
 - 3.3.5 Where a local sub-contractor is utilized to provide the required parts and/or service the name, address and telephone number of such sub-contractor(s) shall be provided by Bidder in the Proposal.
- 3.4 Safety
 - 3.4.1 Bidder shall submit any and all documentation which pertains to safety and testing of the Products and Services.
- 3.5 Delivery
 - 3.5.1 Time is of the essence for delivery of the Products and Services under the terms of this contract. Delivery shall be made by the Bidder within thirty (30) days after receipt of order (ARO).
 - 3.5.2 If bidder is unable to meet the thirty (30) day delivery schedule, a letter of explanation must be submitted to PSAI and PSAI member within 24 hours after the date of execution.
 - 3.5.3 Bidder shall furnish and deliver the specified Products and Services, complete including all options and ready to use, F.O.B. PSAI member, at the member specified address and time, no charge to PSAI.
 - 3.5.4 Delivery shall be defined as delivery of the Products and Services to the PSAI member, which is operational to the satisfaction of the PSAI member.
 - 3.5.5 Upon delivery of the Products and Services, PSAI members shall be allowed to conduct visual and/or physical inspections to determine the Products and Services compliance with specifications prior to acceptance.
 - 3.5.6 If defects or omissions are discovered during inspections, the PSAI or PSAI member may:
 - (1) Refuse acceptance of the Products and Services.
 - (2) Require Bidder to remove the Products and Services from the PSAI member premises at its own cost to make the necessary corrections.
 - 3.5.7 PSAI member and Bidder representative shall complete warranty information for mailing or processing.
- 3.6 Training
 - 3.6.1 Bidder shall provide a professionally conducted training session for the PSAI member personnel (or their designee) to instruct them as to the proper operation, maintenance and repair of the Products and Services.
 - 3.6.2 Supplier shall train the PSAI member personnel (or their designee) in the most efficient methods of troubleshooting, maintaining and repairing the Products and Services and any auxiliary items.

3.6.3 All training shall be provided at no additional cost to the PSAI or its members (or their designee) and shall be provided at a time and location specified by the PSAI member.

3.7 Inspection/Testing

3.7.1 In order to determine that the proposed Products and Services conform to the specifications, PSAI reserves the right to test and/or inspect Products and Services. Other tests and measurements may be performed at the discretion of PSAI.

3.7.2 It shall be understood and agreed by and between the parties hereto that the initial acceptance and inspection of any delivery shall not be considered as a waiver of any provision of these specifications and shall relieve Bidder of its obligation to supply satisfactory Products and Services which conform to the specifications, as shown by any test or inspections for which provision is herein otherwise made.

4.0 **Warranty on asset based purchases**

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.

4.3 Bidder hereby warrants for a minimum of two (2) years from the date the PSAI Members place the Products in service, that it will, at its own expense and without any cost to PSAI members, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. If a longer warranty can be furnished, at no additional cost, the longer period shall prevail.

4.4 A non-use charge payable to PSAI member in the amount of \$50.00 per diem for any Product which is covered under warranty and is not available for emergency medical service for a period in excess of twenty (20) calendar days following the Bidder's receipt of adequate notice from Savvik member as described herein.

5.0 **Insurance.** Bidder represents that it currently has, and agrees to maintain for the Contract Term, 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. Public Safety Association Inc must be named as an additional insured on the policy and the Certificate of Insurance must require the insurance company to give the Public Safety Association Inc thirty (30) days prior written notice of cancellation, non-renewal any material changes in the policy. Bidder may not commence work until the Bidder has obtained the required insurance and filed an acceptable Certificate of Insurance with Public Safety Association Inc.

6.0 **Delivery and Logistics.** Deliveries shall be made as called for within five (5) business days of the receipt of order unless specified differently elsewhere in this Contract. Rush orders should be delivered within the one business day.

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.
- 7.4 All returns will result in a credit of management fee from PSAI back to Bidder.

ATTACHMENT 2 – BID REQUIREMENTS

RFB 2021-06 Medical Equipment

Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

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 PSAI Members in accordance with the terms and conditions of this RFB.
- 1.2 **Bidder to Pay Bid Costs.** This RFB does not obligate PSAI 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 Eagle County Paramedic Services and PSAI and both retain the right to disclose bids to its Members.
- 1.4 **PSAI Right to Change RFB.** Prior to contract award PSAI reserves the right in its sole discretion to amend, supplement, withdraw, or otherwise change this RFB in any manner. PSAI will notify bidders of RFB changes using the method determined by PSAI to be most appropriate.
- 1.5 **Restriction on Communication.** Bidders shall not initiate contact with any Eagle County Paramedic Services or PSAI employee, or Eagle County Paramedic Services or PSAI workgroup member, except as provided herein.
- 1.6 **Bidder's Questions & Requests for Clarification.** All questions regarding this RFB should be emailed to office@publicsafetyassociation.org. PSAI 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 (preferred).** All Bids submitted electronically to office@publicsafetyassociation.org or placed in a secured DropBox at <https://www.dropbox.com/request/u8nCcebKuQBq91q9U6J7> 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. Bid pricing sheet should be submitted in Excel.
- 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 PSAI 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 PSAI 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 Eagle County Paramedic Services and PSAI and will not be returned.
- 7.0 **Schedule.** The schedule of events for this RFB is as follows:

Event	Date
RFB Release	Thursday, August 19, 2021
Deadline for Submission of Questions	Before noon CST on Monday, October 11, 2021
Online Webinar Question & Answer Session	<p>Q&A Session - RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing</p> <p>Wednesday, September 8, 2021, 10:00 AM - 11:00 AM, CST</p> <p>Join Zoom Meeting https://zoom.us/j/92819502103?pwd=VndTZ3QwQ2VqS2ErWINOT0FTT1pFUT09 Meeting ID: 928 1950 2103 Passcode: 948255 One tap mobile +13462487799,,92819502103#,,,,*948255# US (Houston) +16699006833,,92819502103#,,,,*948255# US (San Jose) Dial by your location +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) Meeting ID: 928 1950 2103 Passcode: 948255 Find your local number: https://zoom.us/u/adF3XNpD3S</p>
Bid Due Date	Friday, October 15, 2021, prior to 11:00 AM CST
Bid Opening	Friday, October 15, 2021, 1:00 PM CST
Online Webinar Bidder Opening Location	<p>Bid Opening - RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing</p> <p>Friday, October 15, 2021, 1:00 PM - 2:00 PM (CST)</p>

	<p>Join Zoom Meeting https://zoom.us/j/92468911901?pwd=WWVTQII0WVQ3bWl0RERTU1GcG5PUT09 Meeting ID: 924 6891 1901 Passcode: 078229 One tap mobile +13462487799,,92468911901#,,,,*078229# US (Houston) +16699006833,,92468911901#,,,,*078229# US (San Jose) Dial by your location +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) Meeting ID: 924 6891 1901 Passcode: 078229 Find your local number: https://zoom.us/j/92468911901?pwd=WWVTQII0WVQ3bWl0RERTU1GcG5PUT09</p>
Contract Award	<p>Contract is targeted to begin on, before or after November 8, 2021 and will continue for 36 months, inclusive with the option to extend up to 24 months, upon agreement by both parties (the "Contract Term").</p>

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 retuned unopened.

10.0 **Rejection of Bids.** PSAI reserves the right to reject any or all Bids and to waive informalities and irregularities in Bids. PSAI will reject as nonresponsive Bids that contain material variances from the specifications detailed herein. PSAI 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 PSAI Officers identified on the Cover Sheet.

12.0 **Evaluation of Bids**

12.1 It is PSAI's policy to award contracts to the lowest responsive, responsible bidder or bidders. PSAI 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:

<u>Description</u>	<u>Percent</u>
General requirements (applicable)	40
a. Products, services and solutions	

- b. Organizational capabilities
 - i. Company
 - ii. Distributor Network Coverage
 - iii. Marketing
 - iv. Quality
 - v. Administration
 - vi. Financial Statements
 - vii. Environmental
 - viii. Additional Information
- c. Staff qualifications

Technical requirements (applicable) 20

- a. Service
- b. Ordering and delivery
- c. Fill Rates
- d. Returns
- e. Disaster plan
- f. Recalls
- g. Reporting

a. Cost 40

TOTAL 100

- 12.2.2 PSAI reserves the right to reject any Bid if the evidence submitted by or an investigation of such Bidder fails to satisfy PSAI 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.

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 PSAI.
- 13.2 PSAI reserves the right to award this Contract to one or more Bidders without prior notification to any other Bidders.
- 13.3 PSAI reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Bidder's response and accepted by PSAI are understood to be included in any contract
- 13.4 PSAI shall award contract(s) for line items or groups of line items, at its sole discretion.

ATTACHMENT 3 - BIDDER WORKSHEET

RFB 2021-06 Medical Equipment

Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

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 PSAI 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 PSAI 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 PSAI 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 PSAI 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. 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.
- _____ 20. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation.**

It is the policy of some entities participating in PSAI 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.

- Minority / Women Business Enterprise
 - ☐ Respondent Certifies that this firm is a M/WBE **Yes or No**
- Historically Underutilized Business
 - ☐ Respondent Certifies that this firm is a HUB **Yes or No**

Please include a copy(s) of your certification.

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

RFB 2021-06 Medical Equipment

Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

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/Service Specifications for Each Sub Category

Suppliers are to propose the broadest possible selection of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing, related products and solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request For Bid, including but not limited to:

Monitoring & Defibrillation

- This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, pacing, disposable CO2 sampling lines, wave form for capnography, pulse oximetry accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts, 12 Lead ECG and any other monitoring and defibrillation products and solutions offered by Supplier. To include dual mode, AED and Manual.

Automated External Defibrillators

- The AED must be adult and pediatric compliant.
- The AED must enhance user performance by displaying visual icons or audible prompts.
- The AED must guide the rescuer in following the proper rescue sequence.
- The AED must utilize a biphasic technology.
- The AED must be user configurable to adapt to local and changing protocols.
- The AED must be capable of automatic self-tests of the internal circuitry delivery system.

- The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time_intervals.
- The AED must offer the capability of a user-activated manual self-test.
- The AED must include an easily identifiable on/off switch on the front of the device.
- The AED must have an easy to see status indicator that advises users if the unit requires service.
- The AED must offer an audible tone that sounds if the unit requires service.
- The AED must record data to an internal memory.
- The AED must include the ability to download data to a computer.
- The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
- The AED must have a cable length of at least 48 inches.
- The AED must include a patient analysis_system_that_automatically evaluates patient ECG or shockable/non-shockable rhythms.
- The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

Cardiac Monitors/Defibrillators

- All equipment and supplies must be new / unused.
- 4 lead, and 12 lead monitoring capability
- Bi-phasic defibrillation with adult and child defibrillation pads.
- Capable of being programmed to start in Automated External Defibrillator mode.
- Non-invasive pacing capabilities both demand and non-demand.
- Synchronized Cardio version with EKG markers
- End Tidal carbon dioxide monitoring (EtCO2) wave form capable
- Pulse Oximetry (SpO2)
- Non-Invasive Blood Pressure (NIBP)
- Batteries- as recommended by provider. A minimum of 2 batteries per unit are required.
- Each defibrillator must be capable, and include equipment for 110 AC charger and Mobile 12 V DC charger. (If that option is available-Not a requirement).
- Cases – as recommended by provider
- Data storage capabilities – detail capacity and data management including hardware and software as applicable.
- Data Retrieval event summary printout
- Data management software package.

Automated CPR Devices

- SPECIFICATIONS FOR MECHANICAL CHEST COMPRESSION SYSTEM
COMPRESSIONRATE: 102 ±2 compressions per minute

- COMPRESSION DEPTH: 2.1 ± 0.1 inches for patients with sternum height greater than 7.3 inches. 1.5 to 2.1 inches for patients with sternum height less than 7.3 inches
- COMPRESSION METHOD: Sternal chest compressions with assistance of suction cup
- CHEST RECOIL: Allows for complete chest wall recoil after each compression
- COMPRESSION MODES: Operator selectable between 30:2 (30 compressions followed by a 3 sec ventilation pause) or Continuous compressions with 10 ventilation alerts per minute
- PATIENTS ELIGIBLE FOR TREATMENT: 6.7 to 11.9 inches sternum height (anterior- posterior). 17.7 inches chest width. No patient weight limitation
- TYPE OF SYSTEM: Two part device assembly (back plate and upper part)
 - Automatic fine-tuning of suction cup's contact to chest when setting the start position
 - Automatic adjustment of compression force and depth to individual chest stiffness
 - Holes in back plate allow for strapping and securing onto transportation device
 - Foldable support legs to minimize size when stored in compact carrying case
- CARRY CASE: Hard-shell carrying case allows for charge while in bag and check of battery status through top window
- COMMUNICATION: Bluetooth 2.1 wireless communication built into device to allow for wireless transmission of device data to PC with Bluetooth ability
- Battery Run Time: 45 minutes (typical)
- Battery Desk-Top Charger: AC Stand-alone charger that charges battery in less than four hours at room temperature

Ventilators

Specification of ICU Ventilator (Respiratory Ventilator)

- Should have facility for Invasive and Non-Invasive ventilation.
- Microprocessor Control suitable for Pediatric and adult ventilation.
- Electromagnetic Compatible Hinged arm holder for holding the circuit.
- Should have inbuilt facility to upgrade with EtcO₂.
- Facility to Measure and display:
 - Status indicator for ventilator mode.
 - Battery indication.
 - Pressure Vs time Vs volume Vs time, flow Vs time 3 curves/ waveforms.
 - Alarm setting.

- Automatic compliance and leakage compensation for circuit and ET Tube.
- Should have facility of log book, for events and alarms with date & time.
- Should have following settings:
 - Tidal volume (Minimum at least 50ml, Maximum up to 2000ml)
 - Inspiratory Pressure (up to 80 cm of H₂O)
 - Respiratory rate 1 to 80 bpm.
 - Apnea back up rate.
 - CPAP/PEEP
 - Pressure support.
 - FiO₂
 - Pause Time
 - Pressure & flow Trigger
 - Inspiratory flow up to 120 Lpm.
- Monitoring and Display of the following Parameters.
 - Airway Pressure (Peak & Mean).
 - Tidal volume (Inspired & Expired).
 - Minute volume (Inspired & Expired)
 - Respiratory mechanics.
 - Spontaneous Minute Volume.
 - Total Frequency.
 - FIO₂ dynamic.
 - Intrinsic PEEP.
 - Plateau Pressure.
 - Resistance & Compliance.
 - Use selector Alarms for all measured & monitored parameters.
 - Occlusion Pressure.
 - Pressure Flow & Volume curves.
- Modes of Ventilation equipped with newer modes of ventilation:
 - Assist /control.
 - Volume Control.
 - Pressure control.
 - Pressure support.
 - SIMV with pressure support (Pressure and volume control).
 - PEEP.
 - Inverse ratio Ventilation.
 - Non-invasive ventilator- BIPAP, CPAP.
 - Apnea Ventilation, User selectable, volume & pressure control.
 - Should have built in safety alarms for Airway Pressure High & low, Minute volume, High & low, power failure, Low oxygen, High Respiratory Rate, Air Source in-operable.
 - Should have inbuilt exhalation filter.
 - Compressor should be of same company inbuilt/ mounted with ventilator assembly.
 - Should have compatibility with existing central pipe line.
- Standard Accessories along with:
 - Patient breathing circuit of silicone for Adult & Pediatric (reusable).

- Non-invasive ventilator mask reusable for adult (3sizes) and pediatric according to
 - age- 4set each.
- ET tube cuff pressure monitor and HME filter - 10.

Video Laryngoscopes

- Combines line-of-sight video from its portrait display with the familiar Macintosh technique. So you retain your traditional laryngoscopy skills
- Drop tested to two meters and fully submersible. Designed to endure fast-paced hospital and EMS environments
- One-handle with multiple blade options. From pediatric to adult patients and routine to extreme airways

Other Medical Devices not listed in Bid

- Must be used in EMS, Fire and other Public Safety space
- Must be sized to fit into first responder vehicles

Training and Accessories

- Training and Accessories for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes

Extended Warranties, Services and Financing

- Extended Warranties for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes
 - Service Contract
 - Finance and Leasing Programs

Product / Service Pricing

- 1 Submit pricing for a base model for each Product and include pricing for all other models you would like to have as part of the RFB.
 - a. Bid your base model and list what options are included in the price.
 - b. Price and itemize list of all additional options that are not included in the base price.
 - c. Price and itemize list of all accessories available.
 - d. Price and itemize list of any training available.
 - e. Price extended warranty.

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: _____

**ATTACHMENT 5 – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
SUBMIT WITH RFB**

RFB 2021-06 Medical Equipment

*Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators,
Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing*

Designation of Confidential and Proprietary Information

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in article 74 section 7-74-102, Colorado State Statutes, or is otherwise material that can be kept confidential under the Colorado Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.

Section	Page Number	Topic

Check mark : ☐ This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade Secret definitions are found in article 74 section 7-74-102 in Colorado State Statutes

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The Eagle County Paramedic Services considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the Eagle County Paramedic Services harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

ATTACHMENT 6 – SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION
SUBMIT WITH RFB

RFB 2021-06 Medical Equipment

*Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators,
Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing*

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below.

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES____ NO____
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 40 U.S. states?
YES____ NO____
- D. Did your company have sales greater than \$50 million last year in the United States?
YES____ NO____
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting Eagle County Paramedic Services program contract?
YES____ NO____
- G. Does your company agree to respond to all agency referrals from Managing Agency within 2 business days?
YES____ NO____
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with the Managing Agency to monitor program implementation progress?
YES____ NO____
- I. Will the Eagle County Paramedic Services program contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by:

Signature

Title

Name (type or print)

Date

ATTACHMENT 7 – COST / FINANCIAL PROPOSAL

SUBMIT WITH RFB

RFB 2021-06 Medical Equipment

Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

NAME OF FIRM:	
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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

- 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.
- 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.
- 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 Medical Equipment:

1. **CONTRACT FEE**

Must include contract fee in pricing.

2. **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 PSAI.

3. **PERFORMANCE UNDER CONTRACT**

PSAI 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:

- 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.
- Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from End Users and PSAI 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 PSAI or End Users, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by PSAI, replace any staff members who are not providing the service and expertise deemed necessary by PSAI for acceptable support of End Users.
- e. Furnish, on request of PSAI, reasonable data, forms and graphic material to be used in brochures or other print media, or on PSAI's website.
- f. Allow access to PSAI 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 PSAI. Sales must be reported during the month in which purchase order was accepted. PSAI 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 PSAI 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:
 - PSAI Member Number
 - Service Name
 - City
 - State
 - Invoice_Number
 - Invoice_Date
 - Item_Number
 - Item_Description
 - Quantity
 - Unit_Price
 - Ext_Price
 - PSAI 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 PSAI.
- 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.

Proposer shall provide a percentage markup from cost (or discount off of list) on all items not on the core bidding list. This percentage mark-up or discount may be priced by category defined in Form 2 of the RFB or by manufacturer.

PRICING, PRODUCT AND SERVICE SPECIFICATIONS, QUALITY AND SERVICE REQUIREMENTS

Eagle County Paramedic Services is seeking proposals from qualified firms to establish a cooperative contract or contracts for Medical Equipment on behalf of all public safety services, local governments, school districts, and higher education in the United States of America, and other governmental agencies and nonprofit organizations.

Liability insurance: A certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

Worker's compensation and employer's liability: A certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self-insurer.

With your Proposal, include a statement that your company agrees or exceeds the Insurance requirements.

Contract Management Fees:

The Contract Management Fee will be 3% of the value gross sales made under this Contract and calculated based on the gross sales of each calendar month invoiced, regardless of when Bidder receives payment from the Member.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

Product Pricing

Complete each item on the following pricing chart. You are not required to offer every product or serve every country or state in which PSAI has members; when that is the case, indicate "no bid" on the chart. Quoted prices must include delivered prices, which include all transportation and delivery charges. Ensure that all products offered below comport with the essential product specifications outlined above.

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 RFP.

Additional Requirements for Technology Category

- 1) Must include contract fee in pricing.
- 2) Must be authorized to sell all technology items specified. A letter of authorization from each mfg. must be submitted with your response.
- 3) Favorable past performance as the Prime Contract holder of a similar National or State Contract within the past 3 years. Please provide the name of the contract(s).

Contract Title(s): _____

FORM 1 – CORE BID ITEMS PRICING RFB #2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing	
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FORM 1 – CORE BID ITEMS PRICING RFB #2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing	
---	--

Bidder Name:	
MFG Product Code	<div> <div> Item Description Replicate this form as needed for additional units </div> <div> Offered Price </div> </div>

A. Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

[illegible]

EXHIBIT A – EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC. – 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 Public Safety Association Inc. ("PSAI"), is requesting proposals for Medical Equipment. The intent of this Request For Bid is that any contract between Principal Procurement Agency and Supplier resulting from this Request For Bid (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 PSAI's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (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 PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration with PSAI as a Participating Public Agency is accomplished by Public Agencies joining PSAI 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 PSAI.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither PSAI or its Partners, 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 PSAI'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 PSAI.

These requirements are incorporated into and are considered an integral part of this RFB. PSAI 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 PSAI and its Partners 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 PSAI marketing team and its Partners 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 PSAI 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 PSAI contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

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

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Public Safety Association Inc. Company Administration Agreement between Supplier and PSAI (the "PSAI 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 PSAI. 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 PSAI. 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 PSAI shall agree.

1.5 Objectives of a Cooperative Program

This RFB is intended to achieve the following objectives regarding availability through PSAI'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 PSAI 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 PSAI 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 RFB 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. Bidder may offer "local contracts" to offer pricing to members in special situations without affecting the overall master agreement.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik Buying Group member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

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 PSAI nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to PSAI in accordance with the PSAI 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.

<p style="text-align: center;">EXHIBIT B EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC. COOPERATIVE PURCHASING AGREEMENT</p>

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 Public Safety Association Inc. ("PSAI") and its marketing Partners 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 PSAI 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.

<p style="text-align: center;">EXHIBIT C EAGLE COUNTY PARAMEDIC SERVICES PRINCIPAL PROCUREMENT AGENCY CERTIFICATE</p>
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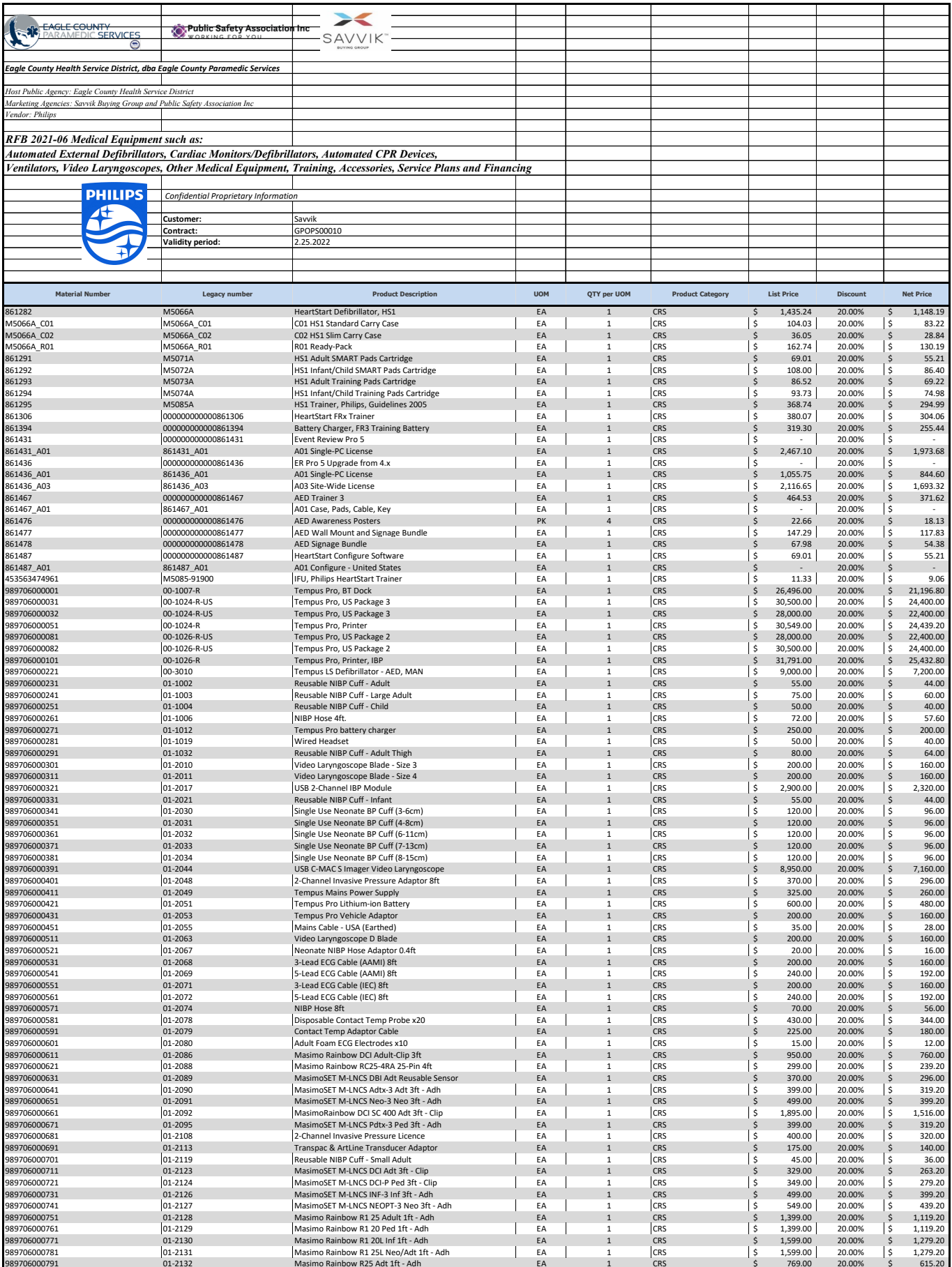
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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 Public Safety Association Inc. (PSAI). 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 PSAI, 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



98970600801	01-2133	Masimo Rainbow R20 Ped 1ft - Adh	EA	1	CRS	\$	1,099.00	20.00%	\$	879.20
98970600811	01-2134	Masimo Rainbow R20-L Inf 1ft - Adh	EA	1	CRS	\$	1,099.00	20.00%	\$	879.20
98970600821	01-2135	Masimo Rainbow R25-L Neo/Adt 1ft - Adh	EA	1	CRS	\$	769.00	20.00%	\$	615.20
98970600831	01-2136	Masimo Rainbow DCIP SC-400 Ped 3ft - Adh	EA	1	CRS	\$	1,895.00	20.00%	\$	1,516.00
98970600841	01-2137	Masimo Rainbow DCIP Ped 3ft - Clip	EA	1	CRS	\$	1,100.00	20.00%	\$	880.00
98970600851	01-2138	MasimoSET Rainbow Cable 12ft RC25-12RA	EA	1	CRS	\$	369.00	20.00%	\$	295.20
98970600861	01-2153	Reusable Contact Temp Probe	EA	1	CRS	\$	200.00	20.00%	\$	160.00
98970600891	01-2161	2-Core Battery Charger Cable - US	EA	1	CRS	\$	50.00	20.00%	\$	40.00
98970600901	01-2177	4-Lead ECG Modular Cable (AAMI) 8ft	EA	1	CRS	\$	315.00	20.00%	\$	252.00
98970600921	01-2179	6-Lead ECG Modular Cable (AAMI) 8ft	EA	1	CRS	\$	225.00	20.00%	\$	180.00
98970600941	01-2182	12-Lead ECG Modular Cable (AAMI) 8ft	EA	1	CRS	\$	525.00	20.00%	\$	420.00
98970600961	01-2187	Printer Paper Roll with 110mm Grid x10	EA	1	CRS	\$	65.00	20.00%	\$	52.00
98970600971	01-2200	Tempus Pro Shoulder Strap	EA	1	CRS	\$	40.00	20.00%	\$	32.00
98970600991	01-2203	3-Lead Neo ECG Modular Cable (AAMI) 6ft	EA	1	CRS	\$	215.00	20.00%	\$	172.00
98970601001	01-2230	Disposable NIBP Cuff - Infant x20	EA	1	CRS	\$	170.00	20.00%	\$	136.00
98970601011	01-2231	Disposable NIBP Cuff - Child x20	EA	1	CRS	\$	190.00	20.00%	\$	152.00
98970601021	01-2232	Disposable NIBP Cuff - Small Adult x20	EA	1	CRS	\$	190.00	20.00%	\$	152.00
98970601031	01-2233	Disposable NIBP Cuff - Adult x20	EA	1	CRS	\$	200.00	20.00%	\$	160.00
98970601041	01-2234	Disposable NIBP Cuff - Large Adult x20	EA	1	CRS	\$	220.00	20.00%	\$	176.00
98970601051	01-2235	Disposable NIBP Cuff - Thigh x20	EA	1	CRS	\$	275.00	20.00%	\$	220.00
98970601061	01-2241	Saddlebag for Tempus Pro - Left	EA	1	CRS	\$	450.00	20.00%	\$	360.00
98970601071	01-2244	Tempus Pro SmartMount	EA	1	CRS	\$	1,600.00	20.00%	\$	1,280.00
98970601081	01-3001	Pacing Electrodes - Adult	EA	1	CRS	\$	50.00	20.00%	\$	40.00
98970601091	01-3010	CPR Puck - Reusable x1	EA	1	CRS	\$	1,200.00	20.00%	\$	960.00
98970601101	01-3011	Tempus LS Battery	EA	1	CRS	\$	525.00	20.00%	\$	420.00
98970601111	01-3012	Tempus LS SmartMount	EA	1	CRS	\$	900.00	20.00%	\$	720.00
98970601121	01-3013	Tempus LS Electrodes - Paediatric	EA	1	CRS	\$	45.00	20.00%	\$	36.00
98970601131	01-3014	CPR Puck - Single Use Adh Pads x5	EA	1	CRS	\$	80.00	20.00%	\$	64.00
98970601141	01-3015	Tempus LS Defib Simulator	EA	1	CRS	\$	2,900.00	20.00%	\$	2,320.00
98970601151	05-2003	i2i Real-time Telemedicine Licence	EA	1	CRS	\$	1,340.00	20.00%	\$	1,072.00
98970601161	05-2009	2-Channel Invasive Pressure Licence	EA	1	CRS	\$	2,500.00	20.00%	\$	2,000.00
98970601171	05-2011	2nd Channel Contact Temp Licence	EA	1	CRS	\$	1,000.00	20.00%	\$	800.00
98970601181	05-2021	Masimo Rainbow SpHb Factory License	EA	1	CRS	\$	4,000.00	20.00%	\$	3,200.00
98970601191	05-2022	Masimo Rainbow SpMet Factory License	EA	1	CRS	\$	3,050.00	20.00%	\$	2,440.00
98970601201	05-2023	Masimo Rainbow SpCo Factory License	EA	1	CRS	\$	3,250.00	20.00%	\$	2,600.00
98970601211	05-2024	Masimo Rainbow PVI Factory License	EA	1	CRS	\$	1,200.00	20.00%	\$	960.00
98970601221	05-2026	ST & QT Real Time Licence	EA	1	CRS	\$	500.00	20.00%	\$	400.00
98970601231	05-2036	Tempus Pro Pouch Rail System - Left	EA	1	CRS	\$	75.00	20.00%	\$	60.00
98970601241	05-2038	Tempus Pro Shoulder Strap & Kit	EA	1	CRS	\$	150.00	20.00%	\$	120.00
98970601251	05-2053	Patient Data Email Licence	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970601261	05-2054	WebAPI Licence	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970601271	05-2055	12-Lead ECG Licence (AAMI)	EA	1	CRS	\$	3,250.00	20.00%	\$	2,600.00
98970601441	43-2001	Tempus Pro User-Operator Manual CD-ROM	EA	1	CRS	\$	125.00	20.00%	\$	100.00
98970601451	43-2003	Tempus Pro Maintenance Manual CD-ROM	EA	1	CRS	\$	125.00	20.00%	\$	100.00
98970601461	989706001461	English	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970601471	989706001471	French	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970601481	989706001481	German	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970601491	989706001491	Norwegian	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970601501	989706001501	Spanish	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970601511	989706001511	Dutch	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970601521	989706001521	Italian	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970601531	989706001531	Swedish	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970601541	01-2146	FilterLine H Set Adult/Paediatric x25	EA	1	CRS	\$	550.00	20.00%	\$	440.00
98970601551	01-2148	FilterLine H Set Infant/Neonatal x25	EA	1	CRS	\$	690.00	20.00%	\$	552.00
98970601561	01-2147	FilterLine Set Adult/Paediatric x25	EA	1	CRS	\$	370.00	20.00%	\$	296.00
98970601571	01-2144	Smart CapnoLine Paediatric O2 x25	EA	1	CRS	\$	500.00	20.00%	\$	400.00
98970601581	01-2143	Smart CapnoLine Plus Adult/Intmd O2 x25	EA	1	CRS	\$	550.00	20.00%	\$	440.00
98970601591	01-2145	Vitaline H Set Adult/Paediatric x25	EA	1	CRS	\$	750.00	20.00%	\$	600.00
98970601601	01-2008	USB 3.5MHz Gen Abdominal U/S Probe (GP)	EA	1	CRS	\$	10,000.00	20.00%	\$	8,000.00
98970601611	01-2042	USB 7.5MHz Vascular U/S Probe (LP)	EA	1	CRS	\$	10,000.00	20.00%	\$	8,000.00
98970601621	01-2268	Masimo RD Rainbow 5ft 25-Pin R/A	EA	1	CRS	\$	400.00	20.00%	\$	320.00
98970601631	01-2269	Masimo RD DBI Adult Reusable Sensor 3ft	EA	1	CRS	\$	510.00	20.00%	\$	408.00
98970601661	00-3004-US	Tempus ALS Man Package 1	EA	1	CRS	\$	39,000.00	20.00%	\$	31,200.00
98970601671	00-3005-US	Tempus ALS Manual Package 2	EA	1	CRS	\$	36,500.00	20.00%	\$	29,200.00
98970601681	00-3020	Tempus LS Man Defibrillator	EA	1	CRS	\$	9,000.00	20.00%	\$	7,200.00
98970601691	00-3005-US-DEMO	Tempus ALS Man, US DEMO Package 4	EA	1	CRS	\$	36,500.00	20.00%	\$	29,200.00
98970601731	01-2238	Saddlebag for Tempus Pro - Right	EA	1	CRS	\$	450.00	20.00%	\$	360.00
98970601741	05-2039	Tempus Pro Pouch Rail System - Right	EA	1	CRS	\$	75.00	20.00%	\$	60.00
98970601901	01-2035	Tempus Pro Litter/Pole Clamp	EA	1	CRS	\$	1,500.00	20.00%	\$	1,200.00
98970601911	01-2273	Masimo RD SET DCI Adt Sensor 3ft	EA	1	CRS	\$	423.00	20.00%	\$	338.40
98970601921	01-2274	Masimo RD SET DCI-P Ped Sensor 3ft	EA	1	CRS	\$	452.00	20.00%	\$	361.60
98970601931	01-2275	Masimo RD SET Adt CS-2 2ft - Adh	EA	1	CRS	\$	608.00	20.00%	\$	486.40
98970601941	01-2276	Masimo RD SET Adt CS-3 3ft - Adh	EA	1	CRS	\$	603.00	20.00%	\$	482.40
98970601951	01-2277	Masimo RD SET Pdt CS-2 2ft - Adh	EA	1	CRS	\$	608.00	20.00%	\$	486.40
98970601961	01-2278	Masimo RD SET Pdt CS-3 3ft - Adh	EA	1	CRS	\$	603.00	20.00%	\$	482.40
98970601971	01-2279	Masimo RD SET Inf CS-3 3ft - Adh	EA	1	CRS	\$	755.00	20.00%	\$	604.00
98970601981	01-2280	Masimo RD SET Neo CS-3 3ft - Adh	EA	1	CRS	\$	755.00	20.00%	\$	604.00
98970601991	01-2281	Masimo RD SET NeoPt CS-3 3ft - Adh	EA	1	CRS	\$	800.00	20.00%	\$	640.00
98970602001	01-2282	Masimo RD rainbow SET-2 Adt 2ft - Adh	EA	1	CRS	\$	2,414.00	20.00%	\$	1,931.20
98970602011	01-2283	Masimo RD rainbow SET-2 Pdt 2ft - Adh	EA	1	CRS	\$	2,414.00	20.00%	\$	1,931.20
98970602021	01-2284	Masimo RD rainbow SET RA25 - 12, 12ft	EA	1	CRS	\$	452.00	20.00%	\$	361.60
98970602031	01-2285	Masimo RD rainbow SET RA25 - 08, 8ft	EA	1	CRS	\$	383.00	20.00%	\$	306.40
98970602041	01-2286	Masimo RD to M-LNC Adapter Cable, 1.5ft	EA	1	CRS	\$	134.00	20.00%	\$	107.20
98970602051	01-2270	Reusable NIBP Cuff - Small Adult Plus	EA	1	CRS	\$	46.00	20.00%	\$	36.80
98970602061	01-2271	Reusable NIBP Cuff - Adult Plus	EA	1	CRS	\$	56.00	20.00%	\$	44.80
98970602071	01-2272	Reusable NIBP Cuff - Large Adult Plus	EA	1	CRS	\$	76.00	20.00%	\$	60.80
98970602081	00-1004-R	Tempus Pro	EA	1	CRS	\$	26,496.00	20.00%	\$	21,196.80
98970602131	05-2075	Glasgow ECG algorithm	EA	1	CRS	\$	232.00	20.00%	\$	185.60
98970602141	01-2167	ISA OR+ sidestream Analyser	EA	1	CRS	\$	10,823.00	20.00%	\$	8,658.40
98970602211	01-2168	Tempus to ISA OR+ adaptor cable	EA	1	CRS	\$	268.00	20.00%	\$	214.40
98970602221	01-2171	Nomoline Airway Adapter Set 2.0m	EA	1	CRS	\$	715.00	20.00%	\$	572.00
98970602241	01-2258	ISA OR+ Ferno Mount Bracket	EA	1	CRS	\$	116.00	20.00%	\$	92.80
98970602251	989706002251	Finnish	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970602261	989706002261	Danish	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970602271	989706002271	Polish	EA	1	CRS	\$	1.00	20.00%	\$	0.80
98970602281	989706002281	Czech	EA	1	CRS	\$	1.00	20.00%	\$	0.80
989706010000	05-2067	IntelliSpace Corsium ECG (8*5)	EA	1	CRS	\$	120.00	20.00%	\$	96.00
989706010001	05-2068	IntelliSpace Corsium ReachBak	EA	1	CRS	\$	700.00	20.00%	\$	560.00
989706010002	05-2069	IntelliSpace Corsium Support Centre Acc	EA	1	CRS	\$	5,000.00	20.00%	\$	4,000.00
989706010004	05-2070	IntelliSpace Corsium ECG (24*7)	EA	1	CRS	\$	150.00	20.00%	\$	120.00
989706010005	05-2071	IntelliSpace Corsium ReachBak (24*7)	EA	1	CRS	\$	750.00	20.00%	\$	600.00
989706010009	05-2072	Intellispace Corsium ECG to Reachbak	EA	1	CRS	\$	651.00	20.00%	\$	520.80
989706010010	05-2074	Intellispace Corsium Crew	EA	1	CRS	\$	2.00	20.00%	\$	1.60
989706010020	01-2400	Tempus Pro Hard Transit Case	EA	1	CRS	\$	710.00	20.00%	\$	568.00
989706010030	01-2402	Tempus ALS Hard Transit Case	EA	1	CRS	\$	859.00	20.00%	\$	687.20
989706010040	01-3020	Tempus LS Electrodes-Adult	EA	1	CRS	\$	46.00	20.00%	\$	36.80
989706010050	01-3021	Tempus LS Electrodes-Pediatric	EA	1	CRS	\$	51.00	20.00%	\$	40.80
989706010060	01-2052	IBP Cable Edwards	EA	1	CRS	\$	279.00	20.00%	\$	223.20
989706010080	01-3023	CPR Sensor	EA	1	CRS	\$	1,200.00	20.00%	\$	960.00

989706010090	01-2298	Inseego 4G Dongle Kit	EA	1	CRS	\$	525.00	20.00%	\$	420.00
989706010100	01-3022	CPR Sensor - Single Use Adh Pads x5	EA	1	CRS	\$	80.00	20.00%	\$	64.00
989706010110	01-2243	USB to USB cable	EA	1	CRS	\$	226.00	20.00%	\$	180.80
989706010120	01-2267	Masimo Rainbow Cable 4ft 25-Pin R/A EMS	EA	1	CRS	\$	379.00	20.00%	\$	303.20
989706010130	01-3025	Tempus LS Mount Claw Adapter Kit	EA	1	CRS	\$	750.00	20.00%	\$	600.00
989706010150	01-1028	Battery Pack (Black)	EA	1	CRS	\$	345.00	20.00%	\$	276.00
989706010160	01-2029	Tempus IC2 Lithium-ion Battery	EA	1	CRS	\$	775.00	20.00%	\$	620.00
989706010200	01-2025	Tempus Ethernet Cable	EA	1	CRS	\$	7.00	20.00%	\$	5.60
989706010210	01-2109	Tempus Ethernet Cable 10ft	EA	1	CRS	\$	10.00	20.00%	\$	8.00
989706010240	01-0007	ECG Electrode Spray (15ml Bottle)	EA	1	CRS	\$	2.00	20.00%	\$	1.60
989706010250	01-2002	3-Lead ECG Cable (AAMI) 6ft	EA	1	CRS	\$	186.00	20.00%	\$	148.80
989706010260	01-2003	5-Lead ECG Cable (AAMI) 6ft	EA	1	CRS	\$	204.00	20.00%	\$	163.20
989706010270	01-2004	12-Lead ECG Cable (AAMI) 6ft	EA	1	CRS	\$	257.00	20.00%	\$	205.60
989706010310	01-2070	12-Lead ECG Cable (AAMI) 8ft	EA	1	CRS	\$	283.00	20.00%	\$	226.40
989706010340	01-2084	5-Lead ECG Cable (AAMI) 10ft	EA	1	CRS	\$	292.00	20.00%	\$	233.60
989706010360	01-2152	Ambu BlueSensor ECG Electrodes x25	EA	1	CRS	\$	33.00	20.00%	\$	26.40
989706010370	05-2013	12-Lead Diagnostic ECG Cable (AAMI) 8ft	EA	1	CRS	\$	283.00	20.00%	\$	226.40
989706010390	05-2015	12-Lead Diagnostic ECG Cable (AAMI) 6ft	EA	1	CRS	\$	248.00	20.00%	\$	198.40
989706010410	01-2100	MicroStream CapnoLine H nasal-Adu x25	EA	1	CRS	\$	779.00	20.00%	\$	623.20
989706010420	01-2106	MicroStream CapnoLine H nasal - Adu	EA	1	CRS	\$	35.00	20.00%	\$	28.00
989706010430	01-2150	Filter Set Adu/Ped 25UN	EA	1	CRS	\$	522.00	20.00%	\$	417.60
989706010440	01-2151	Smart CapnoLine Plus O2 Adu/Int x25UN	EA	1	CRS	\$	664.00	20.00%	\$	531.20
989706010500	01-2247	Smart CapnoLine O2 Ped x25UN	EA	1	CRS	\$	753.00	20.00%	\$	602.40
989706010510	01-2248	Vitaline H Set Adu/Ped x25UN	EA	1	CRS	\$	1,293.00	20.00%	\$	1,034.40
989706010520	01-2249	FilterLine H Adu/Ped 25UN	EA	1	CRS	\$	836.00	20.00%	\$	668.80
989706010530	01-2250	FilterLine H Set Inf/Neo x25UN	EA	1	CRS	\$	836.00	20.00%	\$	668.80
989706010540	01-2015	Bluetooth Glucometer	EA	1	CRS	\$	62.00	20.00%	\$	49.60
989706010550	01-2020	Gluc Replenishment Kit	EA	1	CRS	\$	62.00	20.00%	\$	49.60
989706010670	01-1029	Desktop Mains Power Supply	EA	1	CRS	\$	115.00	20.00%	\$	92.00
989706010680	01-2164	Mains Cable Pack	EA	1	CRS	\$	15.00	20.00%	\$	12.00
989706010720	01-2251	Smart Mount Adapter Plate Kit	EA	1	CRS	\$	133.00	20.00%	\$	106.40
989706010760	01-2155	NIBP Cuff Kit	EA	1	CRS	\$	89.00	20.00%	\$	71.20
989706010770	01-1009	Extension Reel	EA	1	CRS	\$	44.00	20.00%	\$	35.20
989706010780	01-1023	RJ45 Ethernet Cable to RJ11 Modem	EA	1	CRS	\$	7.00	20.00%	\$	5.60
989706010800	01-1030	RJ11 Extension Reel (20m)	EA	1	CRS	\$	11.00	20.00%	\$	8.80
989706010810	01-1033	Mainstream Airway Adapter	EA	1	CRS	\$	23.00	20.00%	\$	18.40
989706010820	01-2012	Alcwipe Cleansing Wipe (Pack of 5)	EA	1	CRS	\$	2.00	20.00%	\$	1.60
989706010830	01-2013	Nail Polish Remover (Pack 5)	EA	1	CRS	\$	1.00	20.00%	\$	0.80
989706010840	01-2066	Military and Air Medical Sample Pack	EA	1	CRS	\$	4.00	20.00%	\$	3.20
989706010850	01-2041	Tempus Pro Tactical Headset Adaptor	EA	1	CRS	\$	257.00	20.00%	\$	205.60
989706010860	01-2098	Sennheiser Presence Bluetooth Headset	EA	1	CRS	\$	121.00	20.00%	\$	96.80
989706010900	01-2014	MasimoSET LNCS DBI-5 Adu (5ft)	EA	1	CRS	\$	398.00	20.00%	\$	318.40
989706010910	01-2075	MasimoSET LNCS LNC-4-EXT Cable 4ft	EA	1	CRS	\$	345.00	20.00%	\$	276.00
989706010920	01-2076	Mas SET NeoAdu SensLNCS3ft	EA	1	CRS	\$	797.00	20.00%	\$	637.60
989706010930	01-2077	MasimoSET Pediatric Sensor LNCS Pdx 3ft	EA	1	CRS	\$	637.00	20.00%	\$	509.60
989706010940	01-2140	MasimoSET rainbow Sample Pack	EA	1	CRS	\$	1.00	20.00%	\$	0.80
989706010950	01-2205	Masimo E1 Ear Sensor Adu Single Use	EA	1	CRS	\$	620.00	20.00%	\$	496.00
989706010970	01-2027	Fora Bluetooth Thermometer (Celsius)	EA	1	CRS	\$	260.00	20.00%	\$	208.00
989706011030	00-2001-R	Tempus IC2 Patient Monitor	EA	1	CRS	\$	55,000.00	20.00%	\$	44,000.00
989706011050	01-2001	Tempus IC2 12-Lead ECG Harness	EA	1	CRS	\$	905.00	20.00%	\$	724.00
989706011060	01-2099	Tempus IC2 Consumables Replenishment Kit	EA	1	CRS	\$	17.00	20.00%	\$	13.60
989706011080	01-2105	Tempus IC2 Bag (empty)	EA	1	CRS	\$	438.00	20.00%	\$	350.40
989706011110	01-1035	Bag Front Pocket Clip	EA	1	CRS	\$	2.00	20.00%	\$	1.60
989706011140	01-2186	Printer Paper Roll with Grid 110mm x1	EA	1	CRS	\$	6.00	20.00%	\$	4.80
989706011150	01-2259	Left Tactical Saddlebag for Tempus Pro	EA	1	CRS	\$	278.00	20.00%	\$	222.40
989706011160	01-2260	Right Tactical Saddle Bag for Tempus Pro	EA	1	CRS	\$	278.00	20.00%	\$	222.40
989706011170	02-1001	Accessory Pouch	EA	1	CRS	\$	26.00	20.00%	\$	20.80
989706011180	05-2037	Stronger 150KgF Foot Hinge Force Upgrade	EA	1	CRS	\$	27.00	20.00%	\$	21.60
989706011260	05-2020	Masimo rainbow SpOC Factory License	EA	1	CRS	\$	1.00	20.00%	\$	0.80
989706012180	00-1004-R-TCO	Tempus Pro Package Tribalco	EA	1	CRS	\$	28,012.00	20.00%	\$	22,409.60
989706012190	01-2292	Tempus Bluetooth Glucometer (Taidoc)	EA	1	CRS	\$	149.00	20.00%	\$	119.20
989706012210	01-2295	Glucometer Control Solution (Taidoc)	EA	1	CRS	\$	40.00	20.00%	\$	32.00
989706012220	01-2293	Glucometer Replenishment Kit (Taidoc)	EA	1	CRS	\$	62.00	20.00%	\$	49.60
989706012490	01-1020	Consumable Replenishment Kit	EA	1	CRS	\$	17.00	20.00%	\$	13.60
989706012500	01-1007	Cannula	EA	1	CRS	\$	12.00	20.00%	\$	9.60
989706012530	00-1007-R-SP-US	Tempus ALS Manual Specialty Package	EA	1	CRS	\$	49,695.00	20.00%	\$	39,756.00
989706012540	00-3003- SP-US	Tempus ALS Manual Specialty Package with	EA	1	CRS	\$	51,780.00	20.00%	\$	41,424.00
989706012550	01-2301	Inseego 4G Dongle Kit Factory	EA	1	CRS	\$	515.00	20.00%	\$	412.00
989706012560	01-2302	Inseego USB 4G Dongle	EA	1	CRS	\$	465.00	20.00%	\$	372.00
989706012570	26-4000	Inseego 4G Dongle Mounting Kit	EA	1	CRS	\$	60.00	20.00%	\$	48.00
989706012580	26-2030	Tempus Pro Left Saddlebag Bracket Kit	EA	1	CRS	\$	45.00	20.00%	\$	36.00
989706012590	26-2031	Tempus Pro Right Saddlebag Bracket Kit	EA	1	CRS	\$	45.00	20.00%	\$	36.00
989706012600	26-2040	Tempus Pro Shoulder Strap Kit	EA	1	CRS	\$	22.00	20.00%	\$	17.60
989706012610	26-2044	Tempus Pro Screen Protector Kit	EA	1	CRS	\$	9.00	20.00%	\$	7.20
989706012620	01-2299	Glucometer Upgrade Kit	EA	1	CRS	\$	1.00	20.00%	\$	0.80
989803100031	05-10000	Heartstream Pads to QUIK-COMBO Adapter	EA	1	CRS	\$	43.26	20.00%	\$	34.61
989803100041	05-10100	Heartstream Pads to Zoll Adapter	EA	1	CRS	\$	43.26	20.00%	\$	34.61
989803100051	05-10200	Heartstream Pads to CodeMaster Adapter	EA	1	CRS	\$	43.26	20.00%	\$	34.61
989803101861	68-PCHAT	Fast Response Kit	EA	1	CRS	\$	47.38	20.00%	\$	37.90
989803108521	M3859A	Secure Pull Seal for Wall Mount, 10 pack	BX	10	CRS	\$	11.33	20.00%	\$	9.06
989803110031	PFE7023D	AED Cabinet, Semi-recessed	EA	1	CRS	\$	483.07	20.00%	\$	386.46
989803110041	PFE7024D	AED Cabinet, Wall Surface Mounted	EA	1	CRS	\$	453.20	20.00%	\$	362.56
989803110251	YC	Carrying Case, Plastic Waterproof Shell	EA	1	CRS	\$	233.81	20.00%	\$	187.05
989803121381	M5070A	HS1 Battery Pack	EA	1	CRS	\$	174.07	20.00%	\$	139.26
989803121431	M5075A	Standard Carry Case for HeartStart HS1	EA	1	CRS	\$	136.99	20.00%	\$	109.59
989803121441	M5076A	Slim Carry Case for HeartStart HS1	EA	1	CRS	\$	115.36	20.00%	\$	92.29
989803121451	M5094A	Replacement Pads, Infant/Child Training	EA	1	CRS	\$	35.02	20.00%	\$	28.02
989803121461	ACT-IR	ACT-IR Data cable for HeartStart AED's	EA	1	CRS	\$	147.29	20.00%	\$	117.83
989803121471	M5066-91900	Owner's Manual, OnSite, English	EA	1	CRS	\$	23.69	20.00%	\$	18.95
989803121661	M5066-97800	Quick Reference, HS1 English	EA	1	CRS	\$	5.15	20.00%	\$	4.12
989803121741	M5066-89100	Training Toolkit DVD/CD, HS1, Engl NTSC	EA	1	CRS	\$	35.02	20.00%	\$	28.02
989803121761	M5068-89100	HeartStart Home Training Video, NTSC	EA	1	CRS	\$	10.00	20.00%	\$	8.00
989803129851	M5089A	External Manikin Adapter	PK	5	CRS	\$	59.74	20.00%	\$	47.79
989803129921	M5093A	Replacement Pads, Adult Training	EA	1	CRS	\$	35.02	20.00%	\$	28.02
989803130431	M5087A	HeartStart Trainer Replacem. Carry Case	EA	1	CRS	\$	29.87	20.00%	\$	23.90
989803130441	M5088A	Internal Manikin Adapter	EA	1	CRS	\$	35.02	20.00%	\$	28.02
989803136471	M5090A	Adult Pad Placement Guide	EA	1	CRS	\$	29.87	20.00%	\$	23.90
989803136531	000000989803136531	Defibrillator Cabinet - Basic	EA	1	CRS	\$	260.59	20.00%	\$	208.47
989803137771	000000989803137771	ECG Monitoring Electrodes, 20 3-packs	BX	20	CRS	\$	59.00	20.00%	\$	47.20
989803138601	000000989803138601	Quick Reference Guide, FRx, English	EA	1	CRS	\$	5.15	20.00%	\$	4.12
989803138731	000000989803138731	Owner Manual, FRx, English	EA	1	CRS	\$	23.69	20.00%	\$	18.95
989803139251	000000989803139251	Carrying Case, FRx Defibrillator	EA	1	CRS	\$	151.41	20.00%	\$	121.13
989803139261	000000989803139261	HeartStart SMART Pads II	EA	1	CRS	\$	57.68	20.00%	\$	46.14
989803139271	000000989803139271	HeartStart Adult Training Pads II Kit	EA	1	CRS	\$	86.52	20.00%	\$	69.22
989803139281	000000989803139281	HeartStart Inf./Ch. Pad Placement Guide	EA	1	CRS	\$	29.87	20.00%	\$	23.90
989803139291	000000989803139291	Replacement Training Pads II	EA	1	CRS	\$	35.02	20.00%	\$	28.02
989803139301	000000989803139301	Aviation Battery, FRx Defibrillator	EA	1	CRS	\$	181.28	20.00%	\$	145.02
989803139311	000000989803139311	Infant/Child Key, FRx Defibrillator	EA	1	CRS	\$	108.15	20.00%	\$	86.52
989803139321	000000989803139321	Training Toolkit, FRx Defib, US Eng NTSC	EA	1	CRS	\$	35.02	20.00%	\$	28.02

989803139341	000000989803139341	Training Video, FRx Defib, US Engl NTS	EA	1	CRS	\$	16.48	20.00%	\$	13.18
989803139531	000000989803139531	HeartStart FRx Trainer Carry Case	EA	1	CRS	\$	29.87	20.00%	\$	23.90
989803149951	000000989803149951	Cable Link, FR3 to Q-CPR Meter	EA	1	CRS	\$	159.65	20.00%	\$	127.72
989803149971	000000989803149971	Philips System Case, Rigid, FR3	EA	1	CRS	\$	250.29	20.00%	\$	200.23
989803149981	000000989803149981	SMART Pads III, 1 set	EA	1	CRS	\$	47.38	20.00%	\$	37.90
989803149991	000000989803149991	SMART Pads III, 5 sets	PK	5	CRS	\$	214.24	20.00%	\$	171.39
989803150011	000000989803150011	Pad Sentry, FR3	EA	1	CRS	\$	40.17	20.00%	\$	32.14
989803150031	000000989803150031	Infant/Child Key, FR3	EA	1	CRS	\$	99.91	20.00%	\$	79.93
989803150041	000000989803150041	3-Lead ECG Cable, FR3, AAMI	EA	1	CRS	\$	314.15	20.00%	\$	251.32
989803150061	000000989803150061	Data Card, FR3	EA	1	CRS	\$	94.76	20.00%	\$	75.81
989803150111	000000989803150111	Fast Response Kit, FR3	EA	1	CRS	\$	52.53	20.00%	\$	42.02
989803150161	000000989803150161	Primary Battery, FR3	EA	1	CRS	\$	278.10	20.00%	\$	222.48
989803150171	000000989803150171	FAA Compliant Battery, FR3	EA	1	CRS	\$	268.83	20.00%	\$	215.06
989803150181	000000989803150181	Replacement Training Pads III	EA	1	CRS	\$	26.78	20.00%	\$	21.42
989803150191	000000989803150191	FR3 Training Pack	EA	1	CRS	\$	314.15	20.00%	\$	251.32
989803150201	000000989803150201	Interconnect Cable, Training Pads III	EA	1	CRS	\$	19.57	20.00%	\$	15.66
989803150211	000000989803150211	Bottom Case Insert for FR3 Case	EA	1	CRS	\$	38.11	20.00%	\$	30.49
989803150241	000000989803150241	Rechargeable clinical use battery, FR3	EA	1	CRS	\$	515.00	20.00%	\$	412.00
989803162231	000000989803162231	CPR Meter Cradle, FR3	EA	1	CRS	\$	23.69	20.00%	\$	18.95
989803169181	000000989803169181	Defibrillator Cabinet, BLANK, Basic	EA	1	CRS	\$	257.50	20.00%	\$	206.00
989803170891	000000989803170891	AED Wall Mount	EA	1	CRS	\$	100.94	20.00%	\$	80.75
989803170901	000000989803170901	AED Awareness Placard, red	EA	1	CRS	\$	27.81	20.00%	\$	22.25
989803170921	000000989803170921	AED Wall Sign, red	EA	1	CRS	\$	37.08	20.00%	\$	29.66
989803171631	000000989803171631	Remote Control for AED Trainer 3	EA	1	CRS	\$	49.44	20.00%	\$	39.55
989803179161	000000989803179161	Philips Soft System Case w/o Auto-On FR3	EA	1	CRS	\$	168.92	20.00%	\$	135.14
989803179181	000000989803179181	Philips Small Soft Case w/o Auto-On, FR3	EA	1	CRS	\$	164.80	20.00%	\$	131.84
989803207791	989803207791	1-year Onsite Warranty	EA	1	CRS	\$	1.00	20.00%	\$	0.80
989803207801	989803207801	3-Year Biomed Parts Warranty	EA	1	CRS	\$	1.00	20.00%	\$	0.80
989803105531	M1920A	FilterLine Set Adult/Pedi	CA	25	MCS	\$	353.70	20.00%	\$	282.96
989803105561	M1923A	FilterLine H Set Infant/Neonatal	CA	25	MCS	\$	707.40	20.00%	\$	565.92
989803129731	M2520A	SMART CAPNOLINE O2, PEDIATRIC	CA	25	MCS	\$	555.52	20.00%	\$	444.42
989803129751	M2522A	SMART CAPNOLINE O2 plus, ADULT, intermed	CA	25	MCS	\$	555.52	20.00%	\$	444.42
989803129761	M2524A	SMART CAPNOLINE, PEDIATRIC	CA	25	MCS	\$	508.71	20.00%	\$	406.97
989803129781	M2526A	SMART CAPNOLINE plus, ADULT, intermed	CA	25	MCS	\$	508.71	20.00%	\$	406.97
989803131641	M4686A	NIV Line /Adult	CA	25	MCS	\$	508.71	20.00%	\$	406.97
989803131651	M4687A	NIV Line / Pediatric	CA	25	MCS	\$	508.71	20.00%	\$	406.97
989803179101	989803179101	Nasal Filterline O2 Adult	BX	25	MCS	\$	560.32	20.00%	\$	448.26
989803179121	989803179121	Nasal Filterline O2 Pediatric	BX	25	MCS	\$	560.32	20.00%	\$	448.26
989706010880	989706010880	iZi ReachBak Telemedicine	EA	1	CRS	\$	1.00	20.00%	\$	0.80
989803216961	989803216961	Tempus Pro, US Package 7	EA	1	CRS	\$	30,750.00	20.00%	\$	24,600.00
989803216971	989803216971	Tempus Pro, US Package 8	EA	1	CRS	\$	33,250.00	20.00%	\$	26,600.00
989803216981	989803216981	Tempus ALS Man, US Package 5	EA	1	CRS	\$	42,250.00	20.00%	\$	33,800.00
989803216991	989803216991	Tempus ALS Man, US Package 6	EA	1	CRS	\$	39,750.00	20.00%	\$	31,800.00
861304	861304	HeartStart FRx Defibrillator	EA	1	CRS	\$	1,995.00	20.00%	\$	1,596.00
861304_A01	861304_A01	A01 FRx Aviation Bundle	EA	1	CRS	\$	175.10	20.00%	\$	140.08
861304_C01	861304_C01	C01 Standard Carry Case	EA	1	CRS	\$	151.41	20.00%	\$	121.13
861304_C03	861304_C03	C03 Hard Case	EA	1	CRS	\$	233.81	20.00%	\$	187.05
861304_R01	861304_R01	R01 FRx Ready-Pack	EA	1	CRS	\$	185.40	20.00%	\$	148.32
861304_R02	861304_R02	R02 FRx Ready-Pack Aviation	EA	1	CRS	\$	210.12	20.00%	\$	168.10



AGREEMENT

This Agreement is effective November 8, 2021, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the “Principal Procurement Agency”), Public Safety Association Inc (the “Company”) and Philips Healthcare, a division of Philips North America LLC (the “Supplier”).

RECITALS

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Medical Equipment, RFB #2021-06 (“RFB”), soliciting bids for the supply and support of Medical Equipment.
- B. Supplier duly submitted proposal in response to the RFB (“RFB Response”), which outlines Supplier’s agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties’ agreement.

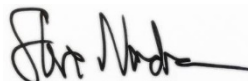
AGREEMENT

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on August 19, 2021 and August 26, 2021, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled “Eagle County Paramedic Services, Public Safety Association Inc and Philips Healthcare, a division of Philips North America LLC” attached hereto (together, all such documents shall be referred to herein as the “**Contract Documents**”), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier’s provision of products and services to the Company pursuant to the terms therein.
2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
4. Term of Agreement: This agreement is set to expire November 8, 2024.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on November 8, 2021.

Eagle County Health Service District
dba, Eagle County Paramedic Services
(the "Principal Procurement Agency")

By: 

Printed Name: Steve Vardaman
Its: Operations Manager

Public Safety Association Inc
(the "Company")

By: 

Printed: Dane Meyer
Its: President

Philips Healthcare, a division of Philips North America LLC
(the "Supplier")

DocuSigned by:
By: 

Printed Name: Margaret Messelaar
Its: Sr Dir Contract Management
Signer Name: Margaret Messelaar
Reason for Approval: I approve this document
Signing Time: 22-Nov-2021 | 7:02:31 AM PST
5F629F9C59AF4930857CD92E4EA924F6

Ad #: 0000672234-01

Customer: PUBLIC SAFETY ASSOCIATION, INC,

Your account number is: 10021217

**PROOF OF PUBLICATION
EAGLE VALLEY ENTERPRISE
STATE OF COLORADO
COUNTY OF EAGLE**

I, Mark Wurzer, do solemnly swear that I am Publisher of the EAGLE VALLEY ENTERPRISE, that the same weekly newspaper printed, in whole or in part and published in the County of Eagle, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Eagle for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 2 insertions; and that the first publication of said notice was in the issue of said newspaper dated 8/19/2021 and that the last publication of said notice was dated 8/26/2021 in the issue of said newspaper.

In witness whereof, I have here unto set my hand this day, 11/4/2021.



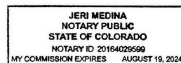
Mark Wurzer, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Eagle, State of Colorado this day 11/4/2021.



Jeri Medina, Notary Public

My Commission Expires: August 19, 2024



NOTICE

Notice is hereby given that sealed bids will be received for the procurement of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing on behalf of the Public Safety Association Inc. c/o Eagle County Paramedic Services. To obtain a copy of the Request for Bids (RFB), please contact Cindy Sobania at 1-855-795-1772 or send an e-mail request to office@publicsafetyassn.org. Sealed bids must be received in the office of Public Safety Association Inc. c/o Eagle County Paramedic Services, 58 33rd Ave S, PMB 347, St. Cloud, MN 56301, prior to 11:00 AM CST on Friday, October 15, 2021. Bids may be submitted electronically (preferred) or in hard copy form per instructions in RFB. Bids will be opened at 1:00 PM CST, Friday, October 15, 2021 via Webinar. The Public Safety Association Inc. c/o Eagle County Paramedic Services reserves the right to reject any or all bids. No bid may be withdrawn within 30 days of submission. 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 Public Safety Association Inc. c/o Eagle County Paramedic Services in an amount of \$1,000.00.

Published in the Eagle Valley Enterprise on August 19 and 26, 2021. 0000672234

**Eagle County Health Service District, dba Eagle County Paramedic Services
Public Safety Association Inc.
North Central EMS Corporation, dba Savvik Buying Group**

To Whom It May Concern:

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services solicits public cooperative bids for use by Eagle County and shared with other public agencies in Colorado and around the United States.

These public cooperative contracts are then marketed and managed exclusively through the Public Safety Association Inc. (PSAI) and Savvik Buying Group nationwide.

Conflicts of Interest

The term “conflict of interest” describes any circumstance that would cast doubt on an employee’s ability to act with complete objectivity with regard to the District’s interests. The District wants our employees not only to be loyal to the District, but wants that loyalty to come easily and free from any conflicting interest. Consequently, each employee has a duty to avoid financial, business or other relationships which might be opposed to the interest of the District or might cause a conflict with the performance of their duties. Employees should conduct themselves in a manner that avoids even the appearance of conflict between their personal interest and those of the District. A conflict of interest situation may arise in a number of ways. Examples include the following:

- Employment by a competitor, regardless of the nature of the employment, while employed by the District.
- Acceptance of gifts, payments, or services, beyond standard business courtesies, from those seeking to do business with the District.
- Placement of business with a firm owned or controlled by an employee or his/her family.
- Ownership of or substantial interest in a District which is a competitor or supplier.
- Acting as a consultant to a customer or supplier.

Apparent conflicts of interest can easily arise. Any employee who feels that he or she may have a conflict of interest situation, either actual or potential, should report the matter to his or her supervisor. It is the responsibility of the supervisor to ensure that a Manager is made aware of any such report.

Problem/Conflict Resolution

The District has a continuing goal of maintaining a work environment where problems and misunderstandings concerning work will be minimal. When a problem or misunderstanding does arise, employees are urged to follow steps below in the prescribed order. If the employee is uncomfortable following the steps below, or is unable to resolve the issue, they may contact Human Resources at any time.

- An individual having a problem shall first attempt to discuss it with the parties involved. The vast majority of conflicts can be resolved in this manner.
- If the matter is not satisfactorily resolved at step one, the employee shall discuss it with his/her immediate supervisor.
- If the matter is not satisfactorily resolved at step two, the employee may sign a written statement and present it to the appropriate manager or the CEO/COO/CFO.
- The CEO has final say in all problem resolution matters.



EAGLE COUNTY HEALTH SERVICE DISTRICT – 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 by form or electronically with Eagle County Health Service District, dba Eagle County Paramedic Services ("Eagle County"), Public Safety Association Inc and managed by the North Central EMS Corporation, dba Savvik Buying Group 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 Eagle County 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. Participating Public Agency is not required or obligated to any purchase threshold in order to use Eagle County contracts. Contract is at will.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Signed _____ Printed Name _____

Title _____ Date _____

Agency Name _____ Phone _____

Address _____ City _____ State _____ ZIP _____

Public Safety Association Inc Signature _____ Date _____

Please return to help@savvik.org or fax back to 320.295.7098



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Public Safety Association Inc.
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Colorado law allows Eagle County to bid products and services through cooperative contracts only if Eagle County complies with competitive bidding procedures when awarding those contracts. *See* Colorado Stat. §24-110-101. Eagle County may also award contracts to more than one vendor, provided that the effects of competition are maintained when awarding the contracts *See* Colorado Stat. §24-110-102. Eagle County follows Code of Federal Regulation standards identified in [§§ 200.317](#) through [200.327](#) and [Appendix II to Part 200](#), Title 2, when applicable. Vendor awardees are required to follow [Section 503 of the Rehabilitation Act of 1973](#).

Specifically, the Eagle County process includes:

1. At least 30 days before a bid submission deadline, PSAI on behalf of Eagle County advertises the request for bids.
 - a. (RFB). The notice states the basic facts regarding the RFB, including where to obtain RFB documents.
2. Sealed bids must arrive at the designated location on a specific date and time selected by Eagle County in accordance with the 30-day period after the first publication in the local newspaper.
3. A public bid opening is conducted by Eagle County and PSAI.
4. A committee reviews the bids and selects the lowest responsible and responsive bids for awards.
5. The bid review committee recommends one or more bids for approval and awards contract(s)
6. If you have any further questions, please contact the PSAI office below.



1055 Edwards Village Blvd
Edwards CO, 81632
970-926-5270
<https://eaglecountyparamedics.com>



56 33rd Ave S, PMB 347
St. Cloud, MN 56301
855-795-1772
office@pulicsafetyassociation.org
www.publicsafetyassociation.org



56 33rd Ave S, PMB 344
St. Cloud, MN 56301
888-603-4426
office@savvik.org
www.savvik.com



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The use of these public awards in a cooperative fashion with Federal monies has been a question asked of us many times. To help answer these important questions the information has been provided below to assist with the most frequently asked. If you would like more information or have additional questions please reach us at the contact numbers at the end of this document.

The Code of Federal Regulations sections 200.317 – 200.327 is followed in our bidding process. Below are the regulations and highlighted portions that support the use of our contracts with Federal dollars. We make every attempt to include small, minority and women owned business as part of each bidding listing. There are five key steps that are followed in each of our public bids below.

- 1. Advertised a procurement solicitation in a relevant publication.**
- 2. Used specific purchase descriptions in the solicitation.**
- 3. Provided for renewed competition.**
- 4. Used a clear rule for award or determination of best value in its solicitation.**
- 5. Used an appropriate comparative evaluation process for choosing vendors**

Procurement Standards – Code of Federal Regulations

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [§§ 200.321](#), [200.322](#), and [200.323](#) and ensure that every purchase order or other contract includes any clauses required by [§ 200.327](#). All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).

§ 200.318 General procurement standards.

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the

acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[[85 FR 49543](#), Aug. 13, 2020, as amended at [86 FR 10440](#), Feb. 22, 2021]

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) ***Informal procurement methods.*** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) ***Micro-purchases*** -

(i) ***Distribution.*** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) ***Micro-purchase thresholds.*** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.

(iv) ***Non-Federal entity increase to the micro-purchase threshold up to \$50,000.*** Non-Federal entities may establish a threshold higher than the micro-purchase threshold

identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) ***Non-Federal entity increase to the micro-purchase threshold over \$50,000.*** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) ***Small purchases -***

(i) ***Small purchase procedures.*** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) ***Simplified acquisition thresholds.*** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) ***Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) ***Sealed bids.*** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest

in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under [subpart E of this part](#). The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

Savvik member have access these documents on our website:

- RFP for each Bid
- Proof of Publication
- Bid pricing
- Signed agreements with each awarded vendor
- Cooperative Purchasing Public Agreement / Interlocal Agreement
- Competitive Bid process letter
- Vendor evaluation scorecards
- Standards of Conduct

Other documentation that is available to assist in your procurement process can be requested.

Please reach out to us anytime @ 1-888-603-4426 or help@savvik.org

Key bidding contact: Mickey Schulte 713-504-7737 or mschulte@savvik.org