AGREEMENT

This Agreement is effective November 8, 2024, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the "Principal Procurement Agency"), Public Safety Association Inc (the "Company") and Stryker Sales LLC, through its Medical Division. (the "Supplier").

RECITALS

A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Medical Equipment, RFB #2024-06 ("RFB"), soliciting bids for the supply and support 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

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 22, 2024 and August 29, 2024, 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 Stryker Sales LLC, through its Medical Division" 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, 2027.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on November 8, 2024.

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

Stryker Sales LLC, through its Medical Division
(the "Supplier")

By: Kathryn E. Janecke

Printed Name: Kathryn Janecke

Its: Sr. Director, Commercial Operations

COVER PAGE
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, Software, 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 those 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 2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing **Bids will be awarded by subcategory in this overall RFB. Please bid all subcategories 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, Software, Training, Accessories, Service Plans and Financing (the "**Products**")
Contract Term:	This contract is targeted to begin on or after November 8, 2024, 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:	Thursday, October 10, 2024, 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/Nr7p2Zt1AN6jqei94n4V
Bid Opening Date and Time:	Thursday, October 10, 2024, 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**") Scanned and emailed copy with submission is acceptable
Contact for Questions:	Cindy Barron, 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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Organization Profile

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

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 16,000 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 subcategory in this overall RFB. Please bid all subcategories 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 such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing 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.

Requirements for System:

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, Software, 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. <u>Cardiac Monitors/Defibrillators</u>

- 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 (Sp02)
- 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. <u>Automated CPR Devices</u>

- 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

5. <u>Ventilators</u>

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 H20)
    - Respiratory rate 1 to 80 bpm.
    - Apnea back up rate.
    - CPAP/PEEP
    - Pressure support.
    - Fi02
    - 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.
- F102 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. **<u>Video Laryngoscopes</u>**
   - 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. **<u>Other Medical Devices not listed in Bid</u>**
   - Must be used in EMS, Fire and other Public Safety space
   - Must be sized to fit into first responder vehicles

8. **<u>Training and Accessories</u>**
   - Training and Accessories for all products lines
     - Automated External Defibrillators
     - Cardiac Monitors/Defibrillators
     - Automated CPR Devices

- Ventilators
- Video Laryngoscopes

9. **<u>Extended Warranties, Services and Financing</u>**
   - Extended Warranties for all products lines
     - Automated External Defibrillators
     - Cardiac Monitors/Defibrillators
     - Automated CPR Devices
     - Ventilators
     - Video Laryngoscopes
     - Service Contract
     - Finance and Leasing Programs

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

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 under Attachment 2, Section 7.0 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.

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.

1. Bidder will negotiate payment process and terms directly with PSAI Members.
2. Agencies that are choosing to do financing may add an additional line to quote for financing charges or the agency can incorporate the financing charges into the cost of the products.

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 agent's 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.

18.3 RFB and award process will follow the Code of Federal Regulation standards identified in §§ 200.317 through 200.327. Vendor awardees are required to follow Section 503 of the Rehabilitation Act of 1973. Member's purchase that are using Federal Grant Funds must follow Appendix II to Part 200, Title 2, if applicable.

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

Attachment 8 – Product Specific Requirements

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 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING

1.0 **Contract Management Fee.**

The Contact Management Fee will be three percent (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 Thursday, October 10, 2024, prior to 11:00 AM CST, at mailing address is listed on cover page. Scanned and e-mailed copy with submission is acceptable. Scan and e-mail a copy of Bid Surety to: office@publicsafetyassociation.org or place in Dropbox link at https://www.dropbox.com/request/Nr7p2Zt1AN6jqei94n4V.

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 may not commence work until the Bidder has obtained the required insurance and filed an acceptable Certificate of Insurance with Public Safety Association Inc.

5.1 Unless otherwise stipulated, Bidder/Contractor must have the following insurance and coverage minimums:

5.1.1 General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

5.1.2 Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

5.1.3 Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to PSAI.

5.1.4 Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

5.2 Original Insurance Certificates must be furnished to PSAI on request, showing Bidder/Contractor as the insured and showing coverage and limits for the insurances listed above.

5.3 If any Product(s) or Service(s) will be provided by parties other than Bidder/Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by PSAI, a separate insurance certificate must be submitted for each such party.

5.4 PSAI reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

6.0 **Delivery and Logistics.** Deliveries shall be made as called for within thirty (30) business days of the receipt of order unless specified differently elsewhere in this Contract.

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 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, 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 and sign **Designation of Confidential and Propriety Information** on **Attachment 5**

2.6 Complete and sign **Supplier Worksheet for National Program Consideration** on **Attachment 6**

2.7 Complete **Cost / Financial Proposal** on **Attachment 7**

2.8 Complete Forms 1

2.9 Include copy of **Bid Bond/Surety**

2.10 Included copy of **Certificate of Insurance**

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

3.1 **Electronic submission.** All Bids submitted electronically to https://www.dropbox.com/request/Nr7p2Zt1AN6jqei94n4V or by email sent to office@publicsafetyassociation.org with the words "BID ENCLOSED" followed by the name and the address of the Bidder and the title of the project. The Bid should be attached to the email in Microsoft Word or Adobe Acrobat format. 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 22, 2024
Deadline for Submission of Questions	Before noon CST on Wednesday, October 9, 2024
Online Webinar Question & Answer Session	Q&A Session - RFB 2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing Thursday, September 19, 2024, 10:00 – 11:00 AM, CST Join Zoom Meeting https://us06web.zoom.us/j/87376124120?pwd=MWwY8M1bqyiuXMU4mbXXRWUNOnMgzz.1 Meeting ID: 873 7612 4120 Passcode: 432675 --- One tap mobile +13462487799,,87376124120#,,,,*432675# US (Houston) +12532050468,,87376124120#,,,,*432675# US --- Dial by your location • +1 346 248 7799 US (Houston) • +1 253 215 8782 US (Tacoma) • +1 669 900 6833 US (San Jose) • +1 312 626 6799 US (Chicago)

	• +1 929 205 6099 US (New York) • +1 301 715 8592 US (Washington DC) Meeting ID: 873 7612 4120 Passcode: 432675 Find your local number: https://us06web.zoom.us/u/kqRgnz0Yg
Bid Due Date	Thursday, October 10, 2024, prior to 11:00 AM CST
Bid Opening	Thursday, October 10, 1:00 PM CST
Online Webinar Bidder Opening Location	Bid Opening - RFB 2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing Thursday, October 10, 2024, 1:00 PM – 2:00 PM (CST) Join Zoom Meeting https://us06web.zoom.us/j/84614251944?pwd=puETiI8yER0pEXWviZU2OB8WjCyhL4.1 Meeting ID: 846 1425 1944 Passcode: 940743 --- One tap mobile +13462487799,,84614251944#,,,,*940743# US (Houston) +12532158782,,84614251944#,,,,*940743# US (Tacoma) --- Dial by your location • +1 346 248 7799 US (Houston) • +1 253 215 8782 US (Tacoma) • +1 669 900 6833 US (San Jose) • +1 929 205 6099 US (New York) • +1 301 715 8592 US (Washington DC) • +1 312 626 6799 US (Chicago) Meeting ID: 846 1425 1944 Passcode: 940743 Find your local number: https://us06web.zoom.us/u/kAUdA7HTg
Contract Award	Contract is targeted to begin on, before or after November 8, 2024, and will continue for 36 months, inclusive with the option to extend up to 24 months, upon agreement by both parties (the "**Contract Term**").

8.0 **Bids as Binding Offers.** Once opened, each Bid is a binding offer that must be 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:

Description	Percent
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 or 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
SUBMIT WITH RFB
RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, 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: _____

Company Name & Address:

_____

_____

_____

_____

By: _____

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ATTACHMENT 4 - PRODUCT SPECIFICATIONS & PRICING WORKSHEET
SUBMIT WITH RFB

RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, 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 Subcategory

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, Software, 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 (Sp02)
- 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 H20)
    - Respiratory rate 1 to 80 bpm.
    - Apnea back up rate.
    - CPAP/PEEP
    - Pressure support.
    - Fi02
    - 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.
    - F102 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 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, 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 witch 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 2024-01 BILLING AND DISPATCH SOFTWARE, SERVICES AND SOLUTIONS

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 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING

NAME OF FIRM:	

Product Pricing

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

BIDDER CERTIFICATIONS

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

Non-Collusive Response

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

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

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:
   a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
   b. Insure that the representative timely monitors all communication modes listed above, and promptly

responds to communications from End Users and 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.

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

Requirements for System:

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, Software, 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 (Sp02)
- 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 H20)
    - Respiratory rate 1 to 80 bpm.
    - Apnea back up rate.
    - CPAP/PEEP

- Pressure support.
- Fi02
- 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.
  - F102 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

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 three percent (3%) of the value of the 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 #2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing	
Bidder Name:	
MFG Product Code	**Item Description** **Replicate this form as needed for additional units** **Offered Price**
A. Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing	
	Please utilize attached Excel spreadsheet and return in Excel format.
	Please submit under the correct tab in the spreadsheet.

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

EXHIBIT B
EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC.
COOPERATIVE PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

EXHIBIT C
EAGLE COUNTY PARAMEDIC SERVICES
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Eagle County Paramedic Services ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through 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