

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

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

Request for Bids Number: Savvik RFB 2017-05 Electronics

Specifications for: Electronics including: Rugged Computers, Wearable's, Office Communications (the "**Products**")

Contract Term: This contract is targeted to begin on or after August 15, 2017 and will continue for 36 months upon agreement by both parties (the "**Contract Term**"). The Contract Term may be extended by 24 months upon agreement by both parties (the "**Extension Term**")

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

Submit Bids To: Savvik Buying Group  
2800 North 7<sup>th</sup> Street  
St Cloud, MN 56303

Bid Opening Date and Time: Monday, July 31, 2017, 1:00 PM CST

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

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

Contact for Questions: Cindy Sobania, [office@Savvik.org](mailto:office@Savvik.org)

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

**BIDDER CERTIFICATION**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Company Name & Address:

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

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E-mail: \_\_\_\_\_

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## Organization Profile

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

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

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

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

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

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

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

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## **NOTICE REGARDING NATIONWIDE SALES POTENTIAL**

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

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

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

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### **STANDARD CONTRACT TERMS AND CONDITIONS**

#### **1.0 Basic Agreement.**

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

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

#### **3.0 Contract Pricing.**

- 3.1 **Most Favored Customer Price.** Savvik encourages Bidders to bid using their best price given to their most favored customer. Bidder is responsible to determine any conditions that affect the cost of delivering the Products; and Bidder expressly acknowledges that the offered prices include these factors.
  - 3.1.1 **Multiple Unit Sales:** The successful Bidder may negotiate discounts to the prices listed in its bid with a Savvik buying group Member if the Member is purchasing 2 or more units of any one Product in a single order (a "**Multiple Unit Sale**") without subjecting the applicable Products to the price reduction provisions of Section 3.2 as a result of the Multiple Unit Sale. To qualify as a Multiple Unit Sale (and thus exempt from the price reduction provisions), the order must be completed in a 6-month time frame. All units sold

in a Multiple Unit Sale are subject to the "Contract Management Fee" described in the Special Terms and Conditions included as Attachment 1.

### 3.2 **Price Reduction Clause.**

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

### 3.3 **Price Escalation Clause.**

- 3.3.1 Pricing on the Products shall be held firm for the Contract Term.
- 3.3.2 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.
- 3.3.3 Written approval from Savvik is required for all increases in Product pricing. Bidder must submit to Savvik its request to increase Product pricing, along with evidence of the manufacturer cost increase, such as a receipt from the manufacturer. Savvik agrees to review and respond to Bidder's request within 30 days after receipt.

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

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

- 4.1 Bidder agrees to pay Savvik a Contract Management Fee (as defined in the Special Terms and Conditions) for each Savvik Purchase during the Contract Term. All Product purchases made by Members during the Contract Term are "**SAVVIK Purchases**", subject only to the limits outlined in this Section 4.
- 4.2 Product purchases made by Savvik Members under existing purchase orders or contracts with Bidder that are in place at the time of Contract Award ("**Existing Member Contracts**") are excluded from the definition of Savvik Purchases provided that Bidder satisfies the following

requirements. Upon notification of Contract Award, Bidder must provide Savvik with a list of Existing Member Contracts that includes the following information: parties to the contract; contract execution and expiration dates; and Products covered by the contract ("**Existing Member Contract List**"). Savvik will keep the Existing Member Contract List confidential. The Existing Member Contract List will be attached to the executed Contract between Bidder and Savvik. Only Product purchases made during the Contract Term under the Existing Member Contracts on the Existing Member Contract List shall be exempt from the Contract Management Fee. Bidder also agrees to notify Savvik in writing of all purchases made under the Existing Member Contracts during the Contract Term.

- 4.3 The "**Contract Management Fee**" for this Contract is defined in Special Terms and Conditions.
- 4.4 Contract Management Fees for each Purchase Order must be received by Savvik no more than thirty (30) days after Products are "Accepted" by the Member, as defined under Section 8, below. Late management fees will be assessed a 1.5% finance charge per month.

## 5.0 **Reporting Requirements**

- 5.1 **Orders.** Bidder agrees to forward Savvik a copy of each Savvik Purchase within 15 days after the order is processed.
- 5.2 **Purchase Volume / Sales Reports.**
- 5.2.1 Bidder agrees to submit detailed itemized monthly reports using the "**Purchase Volume / Sales Report Template**" provided by Savvik. Sales must be reported during the month in which purchase order was accepted. Savvik recognizes that the actual date(s) of delivery may be unavailable at that time and requests that delivery dates be reported when they are known.
- 5.2.2 Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to Savvik by the 15<sup>th</sup> day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15<sup>th</sup> of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:
- Savvik Member Number
  - Service Name
  - City
  - State
  - Invoice\_Number
  - Invoice\_Date
  - Item\_Number
  - Item\_Description
  - Quantity
  - Unit\_Price
  - Ext\_Price
  - Savvik Contract Management Fee
- 5.2.3 Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of Savvik.
- 5.3 **Additional Reports.** Bidder agrees to comply with reasonable requests made by Savvik and its Members for additional reports.

- 6.0 **Non-Mandatory Contract.** Savvik does not mandate its members to purchase under this Contract. There are no quantities guaranteed by the Savvik or set forth in this RFB.
- 7.0 **Delivery and Logistics.** Details related to the date, time and location of delivery by Bidder for purchases made under this Contract will be determined by Bidder and Member in accordance with the terms outlined in the Special Terms and Conditions.
- 8.0 **Acceptance of Products.** Bidder agrees to provide the Products in accordance with the terms of this Contract and agrees that Members will have the right to reject Products that do not conform to Contract specifications. A Product shall be deemed "**Accepted**" by a Member after Bidder delivers the Product to the Member and the Member signs the delivery receipt for that Product.
- 9.0 **Technical Support.** With each Savvik Purchase, Bidder agrees to provide technical service and support during regular business hours Monday to Friday via a toll-free number and email address.
- 10.0 **Warranty.** Bidder agrees to provide the warranty required under the Special Terms and Conditions for the Contract Term.
- 11.0 **Insurance.** Bidder agrees to maintain insurance required under the Special Terms and Conditions for the Contract Term.
- 12.0 **Bid Surety**
- 12.1 Bids shall be accompanied by the Bid Surety, as defined in the Special Terms and Conditions. The Bid Surety must come in the form of a certified check, cashier's check or surety bond; made payable to the "Savvik Buying Group"; and conditioned upon Savvik awarding the Contract to Bidder. In the event Bidder fails to comply with the Contract, the Bid Surety may be forfeited as liquidated damages.
- 12.2 Bid Sureties of unsuccessful bidders will be returned by mail postmarked within five working days after an award is made.
- 13.0 **Audit.** Bidder agrees to retain all books, records and other documents relative to the Contract (the "**Contract Documents**") for 5 years after the Contract Term ends, or until audited by Savvik, whichever is sooner. Bidder agrees to grant Savvik and its authorized agents full access and the right to examine the Contract Documents.
- 14.0 **Conflicts of Interest.**
- 14.1 Bidder covenants that, to the best of its knowledge, no employee, officer or board member of Savvik presently has any financial interest in Bidder.
- 15.0 **Contract Administrators and Key Personnel.** Bidder shall notify Savvik in writing of any change in the primary contacts for this Contract within seventy-two hours (72) of such change. Primary contacts include but are not limited to: national sales manager, contract administrator, Contract Management Fee contact, reporting contact, and sales representatives.

- 16.0 **Subcontractors.** Savvik reserves the right to approve all subcontractors retained by Bidder to perform work under this Contract. Bidder agrees to be responsible for all work performed by subcontractors under this Contract. In the event that the Bidder is not the company providing the direct service in any particular state, the Bidder will remain responsible to comply with all the requirements of the Contract.
- 17.0 **Quality Assurance Program**
- 17.1 Bidder agrees to use industry-recognized standards and procedures to assure that a satisfactory level of quality control is maintained for the Products.
- 17.2 Bidder represents that it currently has, and warrants that it will maintain for the duration of the Contract Term, an appropriate quality assurance, as demonstrated in its Bid.
- 18.0 **Compliance with Law and Regulation.**
- 18.1 Bidder represents that it is currently in compliance, and warrants that it will remain for the duration of the Contract Term in compliance, with all applicable federal, state and local laws, ordinances, codes and regulations applicable to Bidder. Bidder currently has and agrees to maintain all licenses necessary for Bidder to perform its obligations under this Contract.
- 18.2 Bidder understands that many of Savvik's Members are government agencies subject to federal, state and local procurement laws and regulations. Bidder agrees to comply with any procurement and other laws and regulations made applicable to Bidder by virtue of Bidder selling Product to Members under this Contract.
- 19.0 **Promotion and Publicity**
- 19.1 **Savvik Website Promotion.** Bidder agrees to provide Savvik with a technical information packet related to the Products via email, and Savvik agrees to post the information to its main and Members-only websites. Savvik will work with Bidder to gather and post the appropriate information. Bidder will be responsible for making any and all necessary changes or alterations to the technical information packets and provide updated packets to Savvik as necessary. The information packet must be approved by Savvik. Savvik may make the Products included in Bidder's bid proposal available to its Members for purchase at Savvik's online "Savvik Store." Bidder agrees to provide all support and data necessary to make the Products available for purchase at the Savvik Store.
- 19.2 **Trade Shows; Signage.** If Bidder attends trade shows in any state where Members are located, Bidder agrees to exhibit the Products and promote Savvik and this Contract. Bidder agrees to cover all expenses for production of signs bearing Bidder's name and logo to be displayed at conferences. The sign may read "Proud Vendor of Savvik Buying Group".
- 19.3 **Vendor Website Promotion.** Bidder must post information about this Contract on its website. Posted information must include the Savvik logo and link to the Savvik website. Prior to posting such information, Bidder agrees to allow Savvik an opportunity to review and approve the content.
- 19.4 **Publicity.** Bidder shall not refer to this Contract, Savvik or Savvik Members in any advertising or publicity without first obtaining written permission from Savvik and individual Member concerned.
- 20.0 **Sales Calls.** Bidder agrees to conduct planned visits to Savvik Members to explain the Contract, communicate the savings, and promote the relationship between Savvik and Bidder.

- 21.0 **Financial Condition.** Bidder agrees to provide written notification to Savvik of any changes of Bidder's financial condition or corporate standing which may significantly impact the Bidder's ability to fulfill the terms and conditions of the Contract. Notice must be provided within 72 hours of such change.
- 22.0 **Default**
- 22.1 **Bidder Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**Bidder Default**") by Bidder under the Contract:
- (1) Failure to pay the Contract Management Fee;
  - (2) Violation of the Contract Pricing terms in Section 3;
  - (3) Failure to file complete and timely submit sales reports;
  - (4) Provision of Products that do not conform to Contract specifications; and
  - (5) Other acts or omissions by Bidder in violation of the terms of this Contract.
- 22.2 **Savvik Remedies.** Upon the occurrence of a Bidder Default, Savvik has the right to terminate the Contract, subject to the Cure Period detailed below. Savvik also has the right to deem the Bidder "nonresponsible" and ineligible to bid on or perform under Savvik contracts for a period of 3 years. SAVVIK may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.3 **Savvik Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**Savvik Default**") by Savvik under the Contract:
- (1) Failure to offer the Contract to Members; and
  - (2) Other acts or omissions by Savvik in violation of the terms of this Contract.
- 22.4 **Bidder Remedies.** Upon the occurrence of a Savvik Default, Bidder has the right to terminate the Contract, subject to the Cure Period detailed below. Bidder may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.5 **Cure Period.** Upon the occurrence of an event of default, the non-defaulting party agrees to provide written notice to the defaulting party of the default. The defaulting party then has 30 days after receiving written notice to cure the default (the "Cure Period"). After expiration of the Cure Period, if the defaulting party has not remedied the default, then the non-defaulting party will have the right to exercise the remedies outlined in this Section.
- 23.0 **Termination.** This Contract will terminate upon the earliest of the following dates: (a) expiration of the Contract Term (unless extended), (b) termination following an event of default that remains uncured through the Cure Period in accordance with Section 22, or (c) by either party for convenience with written notice. Upon Contract termination, Bidder remains obligated to pay all Contract Management Fees incurred as of the date of Contract termination.
- 24.0 **Contract Documents; Order of Precedence**
- 24.1 The Contract shall consist of the following documents (inclusive of attachments and amendments), which are presented in order of precedence: (1) Contract Award; (2) RFB Cover Sheet; (3) Attachment 1 – Special Terms and Conditions; (4) Attachment 2 – Bid Requirements; (5) Attachment 3 – Bidder Worksheet; (6) Attachment 4 – Specifications; (7) General Terms and Conditions; and (8) Bid.
- 24.2 The entire contents of this RFB, the Bidders' response to this RFB, any changes or modifications agreed to in writing by the parties shall be made part of the Contract.

- 24.3 Conflict between the terms of the foregoing documents will be resolved based on the order of precedence.
- 24.4 Any modifications made by Bidder to the terms and conditions in the RFB are expressly rejected unless specifically accepted by Savvik in writing in the Contract Award document.
- 25.0 **Assignment.** This Contract, and Bidder's rights and obligations under this Contract, are not assignable by the Bidder in whole or in part without the prior written consent of Savvik.
- 26.0 **Severability.** If any provision of this Contract is held to be invalid, such invalidity shall not affect other provisions or application to any other part of the Contract which can be given effect without the invalid provision. To this end, the provisions of this Contract are declared to be severable.
- 27.0 **Choice of Law.** This RFB and the resulting Contract are to be governed by the laws of the State of Minnesota.
- 28.0 **Waiver of Liability.** The Principal Procurement Agency is taking no part in evaluating bids or selecting the successful Bidder, and is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any Bidder agrees to waive any and all claims against the Principal Procurement Agency, and incorporate a waiver of all claims against the Principal Procurement Agency into terms of the sale of Product purchases made by Savvik Members.

**Attachment 1 – Special Terms and Conditions**

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**Attachment 2 – Bid Requirements**

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**Attachment 3 – Bidder Worksheet**

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**Attachment 4 – Product Specifications and Pricing Worksheet**

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**EXHIBIT A – NATIONAL COOPERATIVE CONTRACT**

**EXHIBIT B – SAVVIK BUYING GROUP COOPERATIVE PURCHASING AGREEMENT**

**EXHIBIT C – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

**ATTACHMENT 1**  
**SAVVIK RFB 2017-05 ELECTRONICS**  
**SPECIAL TERMS AND CONDITIONS**

- 1.0 **Contract Management Fee.** The Contract Management Fee will be 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.
- 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 "Savvik Buying Group," in an amount of \$1,000.00. No bid may be withdrawn within 30 days of submission. Bidder selecting to use the electronic bid submittal process, shall copy the bid surety and include the copy in the electronic submittal package, with a note stating it was placed in the mail. Place the bid surety in the mail, to be received by Monday, July 31, 2017, prior to 11:00 AM CST, at mailing address is listed on cover page.
- 3.0 **Technical Requirements.**
- 3.1 The Electronics – ruggedized computers, tablet computer devices, vehicle cameras, body cameras, handheld smart phone type devices, office electronic equipment, laptop computers, servers, desktop computers (herein referred to as "computer(s)"), printers, monitors, computer parts and accessories to be furnished under this Contract shall be the manufacturer's current type and class specified. The computers, monitors and printers shall be complete with operating accessories and operating systems as specified herein; furnished with such modifications and attachments as may be necessary and specified to enable the computers, monitors and printers to function reliably and efficiently in sustained operation. The design of the computers 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.
- 3.2 The completed computers and components shall comply with all Federal standards and regulations.
- 3.3 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 Savvik. All materials used in the computers, monitors, printers, computer parts, and accessories furnished shall be guaranteed to be new and of current manufacture.
- 4.0 **Warranty.**
- 4.1 A statement must be submitted with each Bid, which certifies that the successful Bidder shall provide a warranty as part of the final Contract which offers the same or greater assurances as those specified below and further that the manufacturer and successful Bidder shall be jointly and severally liable under said warranty.
- 4.2 Warranties must be signed and notarized by an officer of the manufacturer and under no circumstances will the signature of a salesman or agent be acceptable.
- 4.3 Bidder hereby warrants for a minimum of two (2) years from the date the Savvik Members place the Products in service, that it will, at its own expense and without any cost to Savvik 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 Savvik member in the amount of \$50.00 per diem for any Product which is covered under warranty and is not available for emergency medical service for a period in excess of twenty (20) calendar days following the Bidder's receipt of adequate notice from Savvik member as described herein.

5.0 **Insurance.** Bidder represents that it currently has, and agrees to maintain for the Contract Term, a proper and verifiable Certificate of Insurance in the minimum amount of \$500,000 issued by company rated 'A+' as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc. Savvik Buying Group must be named as an additional insured on the policy and the Certificate of Insurance must require the insurance company to give the Savvik thirty (30) days prior written notice of cancellation, non-renewal any material changes in the policy. Bidder may not commence work until the Bidder has obtained the required insurance and filed an acceptable Certificate of Insurance with Savvik Buying Group.

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

7.0 **Return of Products.**

7.1 Bidder agrees to accept returns and exchanges of all Products without a restocking charge.

7.2 Bidder agrees to be responsible for pickup and deliveries of returns and exchanges.

7.3 Bidder agrees to apply credit to appropriate customer account no later than the next billing period of when returned item(s) was originally billed.

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

**ATTACHMENT 2**  
**SAVVIK RFB 2017-05 ELECTRONICS**  
**BID REQUIREMENTS**

**1.0 General Instructions to Bidders**

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

**2.0 Bid Preparation Instructions**

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

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

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

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

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

- 5.1 Bidder provides a written withdrawal request that is physically received in hard copy form or by email by Savvik by the time and date specified for Bid due date, or

5.2 An authorized representative of the Bidder physically retrieves the Bid by providing proof of their identity and signs a receipt for the Bid prior to the time and date specified for the Bid due date.

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

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

<b>Event</b>	<b>Date</b>
RFB Release	Thursday, June 15, 2017
Deadline for Submission of Questions	Before noon CST on Monday, July 24, 2017
Bid Due Date	Monday, July 31, 2017, prior to 11:00 AM CST
Bid Opening	Monday, July 31, 2017, 1:00 PM CST
Bidder Opening Location	Savvik Buying Group 2800 North 7 <sup>th</sup> Street St. Cloud, MN 56303
Contract Award	Contract is targeted to begin on, before or after August 15, 2017 and will continue for 36 months, inclusive with the option to extend up to 24 months, upon agreement by both parties (the " <b>Contract Term</b> ").

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 returned unopened.

10.0 **Rejection of Bids.** Savvik reserves the right to reject any or all Bids and to waive informalities and irregularities in Bids. Savvik will reject as nonresponsive Bids that contain material variances from the specifications detailed herein. Savvik considers a variance to be material if that variance gives a bidder substantial advantage or benefit over other bidders.

11.0 **Bid Opening.** Bids will be opened at the date, time and location set forth on the Cover Sheet of this RFB. Bids will be opened in the presence of the Savvik Officers identified on the Cover Sheet.

12.0 **Evaluation of Bids**

12.1 It is Savvik's policy to award contracts to the lowest responsive, responsible bidder. Savvik reserves the right to consider all elements in addition to cost in the selection of a Bidder, or Bidders, and is not obligated to select the lowest bidder. While cost is an important factor, Bids will be evaluated for responsiveness and Bidders for their responsibility, pursuant to the following criteria.

12.2 **Responsive Bids**

12.2.1 Bid responsiveness will be determined through evaluation of the following criteria:

- Compliance with RFB Instructions
- Compliance with RFB Terms and Conditions

- Compliance with Specifications
- 12.2.2 Savvik reserves the right to reject any Bid if the evidence submitted by or an investigation of such Bidder fails to satisfy Savvik that such Bidder is properly qualified to carry out the obligations of the contract and complete the work therein. The competence and responsibility of the Bidder will be considered in making an award.
- 12.2.3 All responses to this RFB should be clear and concise. Bids that are not substantive may be considered unresponsive. Responses of excessive length or containing excessive advertisement are discouraged and may be considered unresponsive. Responses must distinguish between currently available products and those still under development or in the process or becoming a product and service. Bidder is encouraged to make recommendations based on currently deliverable products and services.
- 12.3 **Responsible Bidders.** Bidder responsibility will be determined through evaluation of the following criteria:
- 12.3.1 Commitment to service
  - 12.3.2 Past experience with Savvik and its Members
  - 12.3.3 Coverage area
  - 12.3.4 Service availability
  - 12.3.5 Customer communications
  - 12.3.6 Technical ability and competence
  - 12.3.7 Range of Products available
  - 12.3.8 Financial strength
  - 12.3.9 Compatible organizational philosophies
  - 12.3.10 Administration and management systems
  - 12.3.11 Bidder resources, including access to adequate facilities, personnel and equipment to expeditiously complete the work and to provide the necessary product, service and ongoing support.
  - 12.3.12 Ease of ordering through a web based application or toll-free number

### 13.0 Contract Award

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

**ATTACHMENT 3  
SAVVIK RFB 2017-05 ELECTRONICS  
BIDDER WORKSHEET**

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.

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

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

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

	h.	Financial strength	
	i.	Compatible organizational philosophies	
	j.	Administration and management systems	
	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 your procedures for "JUST IN TIME" ordering and delivery of supplies.	
	15.	Describe any additional services offered by your company.	
	16.	Provide a catalog or listing of your complete line of products that includes SAVVIK pricing for every item in the catalog.	
	17.	Describe your return policy and procedures.	
	18.	Submit complete copies of all contracts and order forms Members would be expected to sign when placing orders under this Contract.	
	19.	Document Bidder quality assurance program, including a document retention plan.	
	20.	Submit sample Purchase Volume Report.	
	21.	List the names, trades, and union affiliation (if any) of the subcontractors to whom Bidder proposes to sublet portions of the contracted work.	
	22.	Submit a proper and verifiable Certificate of Insurance in the minimum amount of \$500,000 issued by company rated 'A+' as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.	
	23.	<p><b>Minority and Women Business Enterprise (MWBE) and (HUB) Participation.</b></p> <p>It is the policy of some entities participating in Savvik to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.</p> <ul style="list-style-type: none"> <li>- Minority / Women Business Enterprise <ul style="list-style-type: none"> <li>· Respondent Certifies that this firm is a M/WBE      <b>Yes or No</b></li> </ul> </li> <li>- Historically Underutilized Business <ul style="list-style-type: none"> <li>· Respondent Certifies that this firm is a HUB      <b>Yes or No</b></li> </ul> </li> </ul> <p><b>Please include a copy(s) of your certification.</b></p>	

**BIDDER CERTIFICATION**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Company Name & Address:

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

**ATTACHMENT 4  
SAVVIK RFB 2017-05 ELECTRONICS  
PRODUCT SPECIFICATIONS & PRICING WORKSHEET**

**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.

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

**Product Specifications**

Essential Other Specifications:

The following criteria is essential and shall be available:

1.0 Portable

1.1 The Electronic Products shall be portable and intended for use in the public safety field.

2.0 Upgradeable

2.1 The Electronic Products shall be upgradeable (if applicable). Please describe the method(s) of upgrading the Information Technology to include location, length of time, etc. of the electronics in Bidder's proposal.

3.0 Signature Ability (if applicable)

3.1 The Electronic Products shall have the ability to capture signature(s) on screen.

**BIDDER PRICING CERTIFICATION**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Company Name & Address:

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

## Product Pricing

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Complete each item on the following pricing chart. You are not required to offer every product or serve every country or state in which Savvik 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): \_\_\_\_\_

### Category: **Technology**

#### - Sub-Categories

- 1.0 Rugged Computers
- 2.0 In-Car Video and Body Cams
- 3.0 Non-Rugged Computers
  - Laptops
  - Desktops
  - Monitors
- 4.0 Firewalls
- 5.0 Wireless Access Points
- 6.0 Commercial Grade Wireless Routers
- 7.0 EOC Equipment
  - Displays
- 8.0 Supporting Software
- 9.0 Handheld Smartphone
- 10.0 Other technology services for consideration

Category: Technology

- Sub-Categories

o **1.0 Rugged Computers**

Required Specifications:

**Rugged Computer must meet specs of Getac part# BE23Y5DAEDXX. No substitutions allowed.**

Mfg. Description: Intel Core Intel® Core™ i5-6200U Processor 2.3GHz, 4GB DDR3 RAM, 500GB HDD, 13.3" Sunlight Readable (LCD+ Touchscreen), 1400 NITs QuadraClear, Membrane Backlight Keyboard, SuperMulti DVD, 802.11ac Wireless, Bluetooth, PCMCIA , Express Card, Smart Card, eSATA/USB 3.0 x 3, Low Temp -29C, Fingerprint, IP65, WIN10 64-bit OS

Detailed Specifications: N/A

**Price per unit =**

Additional discounts or offerings for above mfg/brand:

Category: Technology

- Sub-Categories

o **2.0 In-Car Video and Body Cams**

Required Specifications:

**In-Car Video must meet specs of Getac In-Car Video part# OVAAAAAAXX1. No substitutions allowed.**

Mfg. Description: Veretos MVS DVR W/Z Display, 1 year warranty,DVR(VR-X10)- 4GB RAM + 128GB SSD + Battery Backup + WIFI + GYRO + GPS , 5 inch Touch Display, ZeroDark HD IP Camera 18x, Analog Camera, Wireless MIC 2.4GHz

Detailed Specifications: Exhibit 2.01

**Price per unit =**

Required Specifications:

**Body Cams must meet specs of Getac In-Car Video part# OVWX1XX1XAX1. No substitutions allowed.**

Mfg. Description: Veretos BWC BC-01, 1 year system warranty - 32GB, FHD/HD/WVGA, chest clip, epaulette clip, USB AC adapter, USB cable

Detailed Specifications: Exhibit 2.01

**Price per unit =**

Additional discounts or offerings for above mfg/brand:

Category: Technology

- Sub-Categories

o 2.0 In-Car Video and Body Cams

## Detailed Specifications: Exhibit 2.01

### MVS

#### Hardware:

##### 1. DVR:

a. **Operating Temperature** -30° to 60° C (-4° to 140° F) MIL-STD 810G Method 501.5 procedure II, 502.5 procedure II Operating ,not considering UPS battery .

b. **Storage Temperature** -40 ° to 71° C (-40° to 160° F) MIL-STD 810G Method 501.5 procedure I, 502.5 procedure I Non-operating

c. **Thermal Shock** -40 ° to 71° C (-40° to 160° F) MIL-STD 810G method 503.5 procedure I -C non-operating

d. **Vibration (Integrity)** C-17 0.04 g<sup>2</sup> /Hz at 20-1000 Hz, -6 dB/Octave at 1000-2000 Hz MIL-STD-810G, Method 514.6, E-1 minimum integrity Non-operating

g. **Vibration (Vehicle)** MIL-STD-810G Fig. 514.6 C-1, MIL-STD-810G, Method 514.6, C-1 highway truck, Operating.

h. **Mechanical Shock** OP 40g, 11ms, Terminal Saw tooth, MIL-STD-810G Method 516.6 procedure I, Mounted on Vehicle Dock

1b. DVR must have four internal Power over Ethernet (PoE) ports and two separate Ethernet Ports on a separate LAN. DVR must support a minimum of two IP cameras and up to eight analog cameras, totaling 10 cameras per DVR.

1c. DVR must have an internal backup battery and power management system that will power all devices attached to DVR. In the event of a power failure the battery must operate in the above stated temperature range(s). Must be configurable via OTA (over the air) configuration changes. No external battery backup unit will be accepted.

1d. Wi-Fi must be built into the DVR and support a minimum of 802.11AC 2x2 MIMO as standard. No other Wi-Fi standard will be accepted.

1e. GPS receiver must be built into the DVR. No external GPS receiver will be accepted. Connection must be via SMA connector.

1f. DVR must include a minimum of 128GB of solid-state storage with additional storage options up to 512GB. Storage must be in M.2 (NGFF) format. Storage must be non-user accessible. No other storage form factor(s) will be accepted.

1g. DVR must have an integrated GPIO (General Purpose Input Output) interface built into the unit supporting up to 8 customizable input triggers and 4 output triggers. In addition, 6 GPIs will be reserved for microphone interaction and two RS232 Ports. No external GPIO interface will be accepted. GPIO interface must be configurable remotely.

1h. DVR must have an internal G-Force and gyro sensor that is configurable via OTA configuration changes. No external crash sensor module will be accepted.

1i. DVR must have three USB 2.0 and one USB 3.0 port.

1j. Operating system must be Windows 8 embedded or higher.

1k. Must operate on an Intel core (i.e i3,i5) CPU for longevity, support, and security.

1l. DVR Must have an internal locked storage bay that will accommodate a USB thumb drive and CFast drive. Locked storage bay must be operable via: a key, a password, a combo of key and password, or without a key or password. Solutions lacking any/all of these options will not be accepted.

1m. DVR must support being activated via minimum methods/features such as a single event or as a chain of events i.e. light bar activation, door(s) open/close activation, configurable acceleration/G-force, wireless microphone(s), Speed threshold exceeded. DVR must be "aware" of all events, maintain a log for audit trail, and report said events to the back-end.

1n. To safeguard data, The DVR must support an option to encrypt its data at rest, such as Microsoft Bitlocker 256-bit AES encryption. Data must also be capable of being encrypted in transit (Ethernet, Wi-Fi etc) with a minimum of 1024-bit RSA authentication and without the use of a VPN (Virtual Private Network).

1o. DVR BIOS must have a password protection feature. Solutions without this feature will not be accepted.

1p. The DVR must have the option to add a cellular Data Card internally. Solutions without this capability will not be accepted.

**2. Cameras:**

2a. System must include a minimum of two cameras; one front-facing camera and one backseat camera.

**2b. Front-facing Camera Specifications:**

a. Front-facing camera must be IP-based and support the following resolutions:

<b>Video Output Resolution</b>	1280 x 720 (720p), 640x480 (480p)
--------------------------------	--------------------------------------

b. Front-facing camera must have a field of view not to exceed 55 degrees.

c. Front-facing camera must record at a minimum of 30 frames per second.

d. Front-facing camera must be capable of low-light video capture at a minimum of .04 lux without the use of supplementary infrared LEDs.

e. Front-facing camera must have a minimum of 18x optical zoom.

f. To indicate recording, Front-facing camera must have a Red, front-facing LED. Said LED must turn off while system is recording in Covert (Stealth) mode.

**2c. Backseat Camera Specifications:**

a. Backseat camera must be analog-based and support the following resolution:

<b>Video Output Resolution</b>	640x480 (480p)
--------------------------------	----------------

- b. Backseat camera must have a field of view not to exceed 120 degrees.
- c. Backseat camera must have supplementary IR LED lights capable of capturing video at +/- 0 LUX.
- d. Backseat camera must have an integrated microphone that captures all audio in the rear cabin of a patrol vehicle.

### **3. Display:**

3a. MVS system must include a control display unit with the following specifications:

- Minimum 800x480 Resolution
- 5" Capacitive touchscreen
- Back-lit hardware buttons for Power, Covert (Stealth) mode, Menu, Brightness, Start/Stop record, Play, Zoom, Volume, Microphone mute/unmute, and Camera View cycle.
- Able to be folded up near the sun visor in a vehicle.
- Auto-dimming ambient light sensor for Day/Night modes.
- Speakers built-in for playback of recorded audio.

### **4. Mic:**

- 4a. Wireless microphone must have a range of up to 1500ft line of sight.
- 4b. Wireless microphone must have anti-tampering capability that can send an alert to an administrator if unplugged.
- 4c. Wireless microphone must last a minimum of 12 hours continuous recording.
- 4d. Up to two wireless microphones must be supported at the same time.

### **5. Software:**

#### **5a. Front-end software**

- a. Must support more than two users logging into the system at the same time.
- b. Must support secure login via Two-factor and Multi-factor (more than two) authentication (i.e RFID, user name, password, biometrics, etc).
- c. Must be "touch friendly" allowing for ease of use both via a display and/or an MDT (Mobile Data Terminal).
- d. Must be capable of receiving updates securely via OTA.

#### **5b. Back-end Software**

- a. Must be web-based and compatible with Microsoft Internet Explorer, Mozilla FireFox, and Google Chrome.

- b. Evidence Video player must be HTML5-based. No additional software for digital evidence playback will be accepted. Player must playback video from external sources in non-proprietary formats. Solutions without this capability will not be accepted.
- c. Must have a native AVL (Automatic Vehicle Location) function that displays all vehicles at no additional cost. No third party substitution will be accepted to give this capability.
- d. Must have a native Analytics Map function capable of generating heat maps based on all digital evidence in the system.
- e. Must have the ability to import digital evidence from external sources including, but not limited to: documents, digital photos, videos, and audio recordings.
- f. Must have integrated Case Management features capable of cataloging data from multiple sources i.e. CCTV, smartphones, drones, digital cameras, and digital audio recorders.
- g. Must be capable of displaying a live stream (view) of both MVS and BWC systems.
- h. Must have native Redaction capabilities without the need for installation of third party software or plug-ins. Once applied, redaction filters must be made permanent and non-removable. Non-native or third party redaction capabilities will not be accepted.
- i. Must be capable of generating reports with analytics relevant to evidence capture. Logs must include at a minimum: DVR Details, User Access logs, User Shared Logs, Enterprise Log, Unit Log, Storage Usage by user/unit, Assets List, Assets Available (downloaded), Assets viewed, Assets to expire/deleted, Assets Redacted, Evidence Audit Trail, Assets Unclassified. System must also be capable of generating custom reports based on departmental needs and criteria. Logs must be exportable to PDF and Excel formats.
- j. Must support MS Active Directory and LDAP.
- k. All digital evidence must have a checksum applied that is verified by the back-end before, during, and after upload for data integrity. Full log of these events must be viewable within the system.
- l. Must have the native capability of sharing media via email. Sharing of media must have a full audit trail of IP address, email address, and any actions taken. Shared media must have an expiration date capability, and download capability.

## **6. Storage Options:**

- 6a. Must presently have available a robust Cloud Storage Solution and a Self-Hosted model to allow for flexibility utilizing CJIS standards. Cloud storage solutions must utilize the Microsoft Azure Government Cloud. Other Cloud solutions (i.e. AWS) will not be accepted.
- 6b. Must provide native data encryption (256bit AES) of all data in transit without the use of VPN including data transfer on Ethernet, Wi-Fi and other means.

## **BWC**

### **Hardware:**

#### **1a. BWC:**

Body Worn Camera (BWC) Hardware must meet the following rugged specifications:

a. **Operating Temperature** -20° to 50° C (-4° to 122° F) MIL-STD-810G Method 501.5 procedure II, 502.5 procedure II.

b. **Storage Temperature** -40 ° to 71° C (-40° to 160° F) MIL-STD 810G Method 501.5 procedure I, 502.5 procedure I, Non-operating

c. **Thermal Shock** -40 ° to 71° C (-40° to 160° F) MIL-STD 810G method 503.5 procedure I -C non-operating

d. **Vibration (Integrity)** C-17 0.04 g<sup>2</sup> /Hz at 20-1000 Hz, -6 dB/Octave at 1000-2000 Hz MIL-STD-810G, Method 514.6, E-1 minimum integrity Non-operating

g. **Vibration (Vehicle)** MIL-STD-810G Fig. 514.6 C-1, MIL-STD-810G, Method 514.6, C-1 highway truck, Operating.

h. **IPX Rating** IP67 Protected from total dust ingress. Water jets from any direction.

i. **DROP** 1.8m (6 Feet) W/O Clip on concrete & wood.

1b. BWC must have a Field of View at least, but not to exceed 120 degrees horizontally.

1c. BWC must have at least 64GB of onboard, solid state, non-user replaceable storage. Solutions with removable storage will not be accepted.

1d. Wi-Fi must be built into the BWC and support a minimum of 802.11N as standard. No other Wi-Fi standard will be accepted. Wi-Fi antenna must be internal to the device and be inaccessible to the end-user.

1e. GPS receiver must be built into the BWC. No external GPS receiver or secondary device that provides GPS will be accepted.

1f. BWC battery must meet the following specifications: 3220mAh, 5V, 2A 10W, 100-240VAC, 50/60Hz. Battery must allow for up to 12 hours continuous recording at 640x480, 30 Frames per second (FPS). BWC must have a standby time that exceeds 24 hours.

1g. BWC must have the ability to tag video in the field using a hardware selector switch. A minimum of four classifications must be supported.

1h. BWC must be capable of low-light video capture at a minimum of .1 lux without the use of supplementary infrared LEDs.

1i. BWC weight must not exceed 4.5oz (130g).

1j. BWC must have a covert (stealth) mode that disables all spoken and audible cues. BWC must have a vibration feedback feature to indicate operation while in covert mode.

1k. BWC must be fully capable of integration with an in-car Digital Video Recorder (DVR). Said integration must include, but is not limited to: Wireless activation of the BWC with in-car cameras, ability to offload video/audio files to the DVR, and livestream capable to a remote location.

1l. BWC must support being activated via minimum methods/features such as a single event or as a chain of events i.e. light bar activation, door(s) open/close activation. BWC must be "aware" of all events, maintain a log for audit trail, and report said events to the back-end.

1m. To safeguard data, The BWC must support an option to encrypt its data at rest via 256-bit AES encryption. Data must also be capable of being encrypted in transit (Ethernet, Wi-Fi etc) with a minimum of 1024-bit RSA authentication and without the use of a VPN (Virtual Private Network).

1n. BWC must at a minimum have the following features:

- Power
- Bookmark
- Record
- Mute Audio
- Covert Mode
- In-field classifying
- Built-in RFID for quick assignment

1o. BWC must have dimensions of 2.98" x 2.01" x .93"

**2. Recording Specifications:**

2a. BWC must support the following resolutions:

<b>Video Output Resolution</b>	1920x1280 (1080p) 1280 x 720 (720p), 640x480 (480p)
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- b. BWC must record at a minimum of 30 frames per second.
- c. To indicate recording, BWC must have a Red, front-facing LED. LED must turn off while system is recording in Covert (Stealth) mode.
- d. While recording, BWC must be able to mute audio and bookmark said event.
- e. While recording, BWC must have one touch bookmarking that leaves an indicator during playback. Notes fields must be available to add to said bookmark event.

**5. Software:**

**5a. Front-end software**

- a. Must support more than two users logging into the system at the same time.
- b. Must support secure login via Two-factor and Multi-factor (more than two) authentication(i.e RFID, user name, password, biometrics, etc).
- c. Must be "touch friendly" allowing for ease of use both via a display and/or and MDT (Mobile Data Terminal).
- d. Must be capable of receiving updates securely via OTA.

**5b. Back-end Software**

- a. Must be web-based and compatible with Microsoft Internet Explorer, Mozilla FireFox, and Google Chrome.

b. Evidence Video player must be HTML5-based. No additional software for digital evidence playback will be accepted. Player must playback video from external sources in non-proprietary formats. Solutions without this capability will not be accepted.

c. Must have a native AVL (Automatic Vehicle Location) function that displays all vehicles at no additional cost. No third party substitution will be accepted to give this capability.

d. Must have a native Analytics Map function capable of generating heat maps based on all digital evidence in the system.

e. Must have the ability to import digital evidence from external sources including, but not limited to: documents, digital photos, videos, and audio recordings.

f. Must have integrated Case Management features capable of cataloging data from multiple sources i.e. CCTV, smartphones, drones, digital cameras, and digital audio recorders.

g. Must be capable of displaying a live stream (view) of both MVS and BWC systems.

h. Must have native Redaction capabilities without the need for installation of third party software or plug-ins. Once applied, redaction filters must be made permanent and non-removable. Non-native or third party redaction capabilities will not be accepted.

i. Must be capable of generating reports with analytics relevant to evidence capture. Logs must include at a minimum: DVR Details, User Access logs, User Shared Logs, Enterprise Log, Unit Log, Storage Usage by user/unit, Assets List, Assets Available (downloaded), Assets viewed, Assets to expire/deleted, Assets Redacted, Evidence Audit Trail, Assets Unclassified. System must also be capable of generating custom reports based on departmental needs and criteria. Logs must be exportable to PDF and Excel formats.

j. Must support MS Active Directory and LDAP.

k. All digital evidence must have a checksum applied that is verified by the back-end before, during, and after upload for data integrity. Full log of these events must be viewable within the system.

l. Must have the native capability of sharing media via email. Sharing of media must have a full audit trail of IP address, email address, and any actions taken. Shared media must have an expiration date capability, and download capability.

## **6. Storage Options:**

6a. Must presently have available a robust Cloud Storage Solution and a Self-Hosted model to allow for flexibility utilizing CJIS standards. Cloud storage solutions must utilize the Microsoft Azure Government Cloud. Other Cloud solutions (i.e. AWS) will not be accepted.

6b. Must provide native data encryption (256bit AES) of all data in transit without the use of VPN including data transfer on Ethernet, Wi-Fi and other means.

6c. All data stored in the cloud must remain within the continental United States. No data may pass through networks originating outside of said region.

Category: Technology

- Sub-Categories

- o **3.0 Non-Rugged Computers**
  - **Laptops**

Required Specifications:

**Laptop Must meet specs of Acer part# NX.VCSAA.001. No substitutions allowed.**

Mfg. Description: Core i5 6200U / 2.3 GHz - Win 7 Pro 64-bit (includes Win 10 Pro 64-bit License) - 8 GB RAM - 256 GB SSD - 14" 1366 x 768 (HD) - HD Graphics 520 - Wi-Fi, 802.11ad (WiGig) - black

Detailed Specifications: RJ45, Dust defender, DASP, free fall sensor, scratch resistant keyboard coating, metal-alloy hinge, TPM 1.2, Thunderbolt 3, fingerprint swipe type.

Price per unit =

Additional discounts or offerings for above mfg/brand:

Category: Technology

- Sub-Categories

- o **3.0 Non-Rugged Computers**
  - **Desktops**

**Desktop must meet specs of Lenovo part# 10FD0022US. No substitutions allowed.**

Mfg. Description: Lenovo ThinkCentre M900,Tower, Intel Core i5-6500 (3.20GHz, 6MB), Windows 7 Professional 64 preinstalled through downgrade rights in Windows 10 Pro, 8.0GB, 1x500GB SATA III, DVD Recordable, (x), 3 Year On-site

Detailed Specifications: N/A

**Price per unit =**

Additional discounts or offerings for above mfg/brand:

Category: Technology

- Sub-Categories

- o **3.0 Non-Rugged Computers**
  - **Monitors**

**Monitor must meet specs of Lenovo part# 61AEGAR3US. No substitutions allowed.**

Mfg. Description: Lenovo ThinkVision P24h - LCD Display - 23.8 Inch - 2560 x 1440 - 300 cd/m2 - 1000:1 - 4 Ms - HDMI + DP

Detailed Specifications: N/A

Price per unit =

Additional discounts or offerings for above mfg/brand:

Category: Technology

- Sub-Categories

o **4.0 Firewalls**

Required Specifications:

**Firewall must meet specs of Watchguard part# WGM30003. No substitutions allowed.**

Mfg. Description: WatchGuard Firebox M300 with 3-yr Standard Support

Detailed Specifications:

Form Factor: Rack-mountable - 1U

Ports Qty: 8

Data Link Protocol: Ethernet, Fast Ethernet, Gigabit Ethernet

Performance: Firewall throughput: 4 Gbps

VPN throughput: 2 Gbps

Antivirus throughput: 1.2 Gbps

IPS throughput: 2.5 Gbps

Unified Threat Management (UTM) throughput: 800 Mbps

Connection rate: 48000 connections per second

Capacity: Concurrent connections: 3300000

Virtual interfaces (VLANs): 200

Authenticated users: unlimited

Branch office VPN tunnels: 75

Mobile IPSec VPN tunnels: 100

Mobile SSL VPN tunnels: 100

Mobile L2TP VPN tunnels: 100

QoS hardware queues: 8

VoIP Protocols: H.323, SIP

**Price per unit =**

Additional discounts or offerings for above mfg/brand:

Category: Technology

- Sub-Categories

o **5.0 Wireless Access Points**

Required Specifications:

**Wireless Access Point must meet specs of Aerohive part# AH-AP-250-AC-FCC. No substitutions allowed.**

Mfg. Description: AP250 Indoor plenum rated, 2 radio 3x3:3 802.11a/b/g/n/ac Access Point, MU-MIMO, 2 10/100/1000 Ethernet ports, FCC regulatory domain, without power injector Internal Antenna only.

Detailed Specifications:

Software Selectable Dual 5GHz Radios

With a software selectable dual 5GHz band access point, you have the ability to switch the 2.4GHz radio into a second 5GHz radio. So, instead of being a dual band 2.4GHz and 5GHz access point, you now have a single band, dual 5GHz access Point. This technology allows for flexibility, better network efficiency, and optimal Wi-Fi design

Distributed Intelligence

Networking platform shall support integrated, distributed intelligence protocols with direct communication path between devices to exchange session state and roaming information to eliminate potential single points of failure and bottleneck situations.

Centralized Management

The wireless system should support the use of multiple pre-shared keys for unique identification and classification on a single SSID.

**Price per unit =**

Additional discounts or offerings for above mfg/brand:

Category: Technology  
- Sub-Categories

- o **6.0 Commercial Grade Wireless Routers**

Required Specifications:

**Commercial Grade Wireless Router must meet specs of Cradlepoint part# IBR900LP6-NA. No substitutions allowed.**

Mfg. Description: Cradlepoint Rugged, compact router for enterprise and vehicles with LTE Advanced (Cat 6) modem and WiFi for all North America carriers.

Detailed Specifications:

Cellular Protocol: HSPA+, LTE, LTE Advanced

Data Link Protocol: Ethernet, Fast Ethernet, Gigabit Ethernet, IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802.11n, IEEE 802.11ac

Frequency Band: 2.4 GHz / 5 GHz

Network / Transport Protocol: PPTP, L2TP, IPSec, PPPoE, FTP

Remote Management Protocol: SNMP 1, SNMP 2, SNMP 3, HTTP, HTTPS, SSH

Features: DMZ port, routing, NAT support, VPN support, VLAN support, Stateful Packet Inspection (SPI), content filtering, packet filtering, ALG support, dynamic DNS server, MAC address filtering, URL filtering, firmware upgradable, IPSec Virtual Private Network (VPN), Quality of Service (QoS), virtual server support, IPSec passthrough, DHCP server, DNS proxy, port forwarding, 2T2R MIMO technology, Stateful Packet Inspection Firewall (SPIF), DHCP client

Compliant Standards: IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, Wi-Fi CERTIFIED, IEEE 802.11n, IEEE 802.11p, UPnP, IEEE 802.11ac

**Price per unit =**

**Commercial Grade Wireless Router Care Package must meet specs of Cradlepoint part# ECM-PRM-CC1YR. No substitutions allowed.**

Mfg. Description: Subscription license (1 year) + 1 Year CradleCare - hosted - for CAT2 Products

Detailed Specifications:

**Price per unit =**

Additional discounts or offerings for above mfg/brand:

Category: Technology

- Sub-Categories

- o **7.0 EOC Equipment**
  - **Displays**

Required Specifications:

**Display must meet specs of Christie Digital part# 151-007108-01. No substitutions allowed.**

Mfg. Description: Christie Digital 84" Class LED display - interactive communication - with touch-screen - 4K UHD (2160p) - edge-lit

Detailed Specifications: N/A

**Price per unit =**

Additional discounts or offerings for above mfg/brand:

Category: Technology

- Sub-Categories

o **8.0 Supporting Software**

Required Specifications:

**Supporting Software must meet specs of Microsoft Office part# F1C5AB63A665. No substitutions allowed.**

Mfg. Description: Office 365 ProPlus

Detailed Specifications: 1 TB file storage and sharing (Business-class email hosting not included) One license covers 5 phones, 5 tablets & 5 PCsP C's or Macs per.

**Price per Year =**

**Supporting Software must meet specs of Google part# UNLIM1US12M. No substitutions allowed.**

Mfg. Description: G Suite Business: New/Renewal – 1 YR. *NOTE: At this time. G Suite is only available to commercial accounts. State/Local entities will be offered G Suite at a later date.*

Detailed Specifications: Business email through Gmail, Video and voice conferencing, Smart shared calendars, Documents, spreadsheets, and presentations, 24/7 support by phone, email, and online, Security and administration controls, Unlimited cloud storage (or 1TB per user if fewer than 5 users), Archive and set retention policies for emails and chats, eDiscovery for emails, chats, and files, Audit reports to track user activity

**Price per Year =**

**Supporting Software must meet specs of Carbonite part# PERBASIC12M. No substitutions allowed.**

Mfg. Description: Endpoint protection for PC & Mac with unlimited cloud storage. Not valid for Windows Server backup. Remote access.

Detailed Specifications: Automatic, continuous backup of business data and files, Files are backed up offsite to Carbonite's secure data centers, Incremental backups capture any changes to new or existing files.

**Price per Year =**

Additional discounts or offerings for above mfgs/brands:

Category: Technology  
- Sub-Categories

o **9.0 Handheld Smartphone**

Required Specifications:

**Handheld Smartphone must meet specs of Motorola part# 01095NARTL. No substitutions allowed.**

Mfg. Description: Motorola - MOTO Z PLAY UNLOCKED 32GB

Detailed Specifications: Motorola (Lenovo) Qualcomm Octa-Core 2 GHz, 5.5 Inch, 1920 x 1080, Rear Camera, Front Camera, Android 6.0.1, 3 GB, 32 GB, WiFi; Bluetooth 4.0, 3510 mAh

**Price per Unit =**

**Handheld Smartphone must meet specs of Motorola part# 01076NARTL. No substitutions allowed.**

Mfg. Description: Motorola - MOTO Z PLAY UNLOCKED 64GB

Detailed Specifications: Motorola (Lenovo) Qualcomm Quad-Core 1.8 GHz, 5.5 Inch, 2560 x 1440, Rear Camera, Front Camera, Android 6.0.1, 64 GB, WiFi; Bluetooth 4.0, 2600 mAh

**Price per Unit =**

Additional discounts or offerings for above mfg/brand:

Category: Technology

- Sub-Categories

- o **10.0 Other technology services for consideration**

**Include any technology services available that vendor currently provides in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract and to all Savvik participating entities.**

## EXHIBIT A – SAVVIK BUYING GROUP – NATIONAL COOPERATIVE CONTRACT

### 1.0 Scope of National Cooperative Contract

#### 1.1 Requirement

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

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

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

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

#### 1.2 Marketing and Administrative Support

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

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

- A. Marketing collateral (print, email, presentations)
- B. Website support

- C. Trade shows/conferences/meetings
- D. Advertising

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

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

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

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

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

### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$5 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through Savvik, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and Savvik.

### 1.4 Award Basis

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

### 1.5 Objectives of a Cooperative Program

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

- A. Provide a comprehensive competitively solicited and awarded national agreement

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

## 2.0 REPRESENTATIONS AND COVENANTS

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

### 2.1 Corporate Commitment

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

### 2.2 Pricing Commitment

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

### 2.3 Sales Commitment

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

## EXHIBIT B - SAVVIK BUYING GROUP – COOPERATIVE PURCHASING AGREEMENT

### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

#### RECITALS

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

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

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

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

**EXHIBIT C – SAVVIK BUYING GROUP – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

Authorized Signature, Eagle County Paramedic Services

\_\_\_\_\_  
Signature