

*Join us!*

**WHAT:** Savvik Buying Group – Potential Bidder Conference Call  
**WHEN:** Wednesday, August 26, 2015, 1:00 PM, CST (Central Time)  
Dial 1-866-365-4406 and enter Access Code 0121141  
**WHY:** To review RFB and answer questions

**COVER PAGE**

**North Central EMS Corporation dba, Savvik Buying Group  
Request for Bids (RFB)**

This invitation is to establish a contract to supply Savvik Buying Group members with Automated External Defibrillators, ALS Monitors/Defibrillators, Automated CPR Devices, Training and Accessories

Request for Bids Number: Savvik Buying Group RFB 2015-0011 Automated External Defibrillators, ALS Monitors/Defibrillators, Automated CPR Devices, Training and Accessories

Specifications for: Automated External Defibrillators, ALS Monitors/Defibrillators, Automated CPR Devices, Training and Accessories (the "**Products and Services**")

Contract Term: This contract is targeted to begin on or after December 1, 2015 and will continue for 36 months upon agreement by both parties (the "**Contract Term**"). The Contract Term may be extended by 24 months upon agreement by both parties (the "**Extension Term**")

Deadline for Submission of Bids: Friday, October 16, 2015, 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: Friday, October 16, 2015, 1:00 PM CST

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

Officer's present at the opening will be: Contract Officer and Executive Director

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

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

Savvik Buying Group welcomes timely competitive sealed bids for the Products and Services. 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: \_\_\_\_\_

Company Name & Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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## Organization Profile

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The Savvik Buying Group 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. The Savvik Buying Group 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. The Savvik Buying Group is growing at a tremendous rate; today, we have over 4,200 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 the EMS industry. The Savvik Buying Group is proud to focus on membership nationwide. Our intent is to offer the Automated External Defibrillators, ALS Monitors/Defibrillators, Automated CPR Devices, Training and Accessories contract to all Savvik Buying Group members regardless of their physical location.

An amazing result of our success was the formation of the North Central EMS Institute ("**NCEMSI**") in 2000. The Savvik Buying Group invests in the industry! Savvik Buying Group's excess revenues are returned to regional, state and national EMS associations as well as being donated to the North Central EMS Institute so that it can complete its mission of leading industry efforts in such areas as safety, efficient operations, education, research and national consensus building.

The Savvik Buying Group and NCEMSI are dedicated to improve the general wellbeing of the EMS industry as a whole. Our effectiveness increases with commitment from our vendor partners to provide Savvik Buying Group members with quality products and services at the industry's best prices.

Savvik Buying Group has enjoyed significant growth the last few years by developing partnerships (including revenue sharing relationships) with regional, state and national EMS associations. Savvik Buying Group has twenty seven group affiliates (see list below) that include Savvik Buying Group 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. American Ambulance Association
2. Bayfield-Ashland Counties EMS Council, WI
3. EMS Association of Colorado
4. Florida Association of Rural EMS Providers
5. Illinois State Ambulance Association
6. Kentucky Ambulance Providers Association
7. Maine Ambulance Association
8. Medical Transportation Association of New Jersey
9. Michigan Association of Ambulance Services
10. Minnesota Ambulance Association
11. Montana Emergency Medical Services Association
12. National Assoc of Emergency Medical Technicians
13. National EMS Management Association
14. New York State Vol. Ambulance & Rescue Assn
15. North Carolina Association of Rescue & E.M.S.
16. North Dakota EMS Association
17. Ohio Ambulance & Medical Transportation Assoc
18. Oklahoma EMT Association
19. Professional Ambulance Association of Wisconsin
20. Rural Nebraska Regional Ambulance Network
21. South Carolina EMS Association
22. South Carolina State Firefighters Association
23. South Dakota EMT Association
24. Southeast Arizona EMS Council
25. State Firemen's & Fire Marshals' Assn of Texas
26. Tri County EMS Association of Wisconsin
27. Wisconsin EMS Association

## 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 Buying Group Members with the Services 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 Buying Group will agree to offer the Contract to its Members. Purchases made by Members under this Contract are "**Savvik Buying Group Purchases**".
- 1.2 Bids will be accepted and evaluated and resultant contracts awarded in accordance with the terms of this RFB, with particular attention to the **Bid Requirements** document and **Specifications** document, attached as Attachments 2 and 3, respectively, as well as any other attachments to this RFB.

2.0 **Contract Term.** The selected Bidder shall maintain the contract for the Contract Term. The Contract Term may be extended in accordance with the terms of the extension option through written agreement of the parties.

### 3.0 **Contract Pricing.**

- 3.1 **Most Favored Customer Price.** Savvik Buying Group 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 Services; and Bidder expressly acknowledges that the offered prices include these factors. For multiple unit sales, please refer to Attachment 1, 1.0 Contract Management Fee.
- 3.2 **Price Reduction Clause.**
  - 3.2.1 If during the Contract Term, Bidder sells the same Services 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 Buying Group for future Savvik Buying Group Purchases in accordance with this Section. The clause does not apply to volume discount pricing detailed elsewhere in this RFB.
  - 3.2.2 During the Contract Term, the Bidder agrees to report to Savvik Buying Group all price reductions offered on the Services. Bidder's report must include an explanation of the conditions under which the reductions were made.
  - 3.2.3 A price reduction shall apply to purchases under this Contract if, during the Contract Term, the Bidder—
    - 3.2.3.1 Revises the commercial catalog, pricelist, schedule or other document upon which this Contract was predicated to reduce prices; or
    - 3.2.3.2 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.
  - 3.2.4 The Bidder agrees to offer the price reduction to Savvik Buying Group with the same effective date, and for the same time period, as extended to the other customers.
  - 3.2.5 The Bidder may offer Savvik Buying Group a voluntary price reduction at any time during the Contract Term.
  - 3.2.6 The Bidder shall notify Savvik Buying Group of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

3.2.7 The Contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

**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 such increases from its manufacturers. Product price increases may only escalate to offset cost increases received from the manufacturers.

3.3.3 Written approval from Savvik Buying Group is required for all increases in Product pricing. Bidder must submit to Savvik Buying Group its request to increase Product pricing, along with evidence of the manufacturer cost increase, such as a receipt from the manufacturer. Savvik Buying Group 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 Buying Group Members

**4.0 Savvik Buying Group Purchases and the Contract Management Fee**

4.1 Bidder agrees to pay Savvik Buying Group a Contract Management Fee for each Savvik Buying Group Purchase during the contract term. All purchases made by Members during the Contract Term are "**Savvik Buying Group Purchases**", subject only to the limits outlined in this Section 4.

4.2 Service purchases made by Savvik Buying Group Members under existing purchase orders or contracts with Bidder that are in place at the time of Contract Award ("**Existing Member Contracts**") will be reviewed for exclusion approval. Upon notification of Contract Award, Bidder must provide Savvik Buying Group with a list of Existing Member Contracts that includes the following information: parties to the contract; contract execution and expiration dates; and Services covered by the contract ("**Existing Member Contract List**"). Savvik Buying Group will keep the Existing Member Contract List confidential. The approved Existing Member Contract List will be attached to the executed Contract between Bidder and Savvik Buying Group. Only Product purchases made during the Contract Term under the Existing Member Contracts on the approved Existing Member Contract List shall be exempt from the Contract Management Fee. Bidder also agrees to notify Savvik Buying Group in writing of all purchases made under the approved 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 Buying Group no more than thirty (30) days after Services 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 Buying Group a copy of each Savvik Buying Group Purchase within 15 days after the order is processed.

**5.2 Purchase Volume Reports.**

5.2.1 Bidder agrees to submit detailed itemized monthly reports using the "**Purchase Volume Report Template**" provided by Savvik Buying Group. Sales must be reported during the

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month in which purchase order was accepted. Savvik Buying Group recognizes that the actual date(s) of service may be unavailable at that time and requests that service dates be reported when they are known.

5.2.2 Purchase Volume Reports must be generated in Microsoft Excel and submitted via electronic mail to Savvik Buying Group 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 and new service dates for the month of June.

5.2.3 Failure to provide the detailed itemized Purchase Volume Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of Savvik Buying Group.

5.3 **Additional Reports.** Bidder agrees to comply with reasonable requests made by Savvik Buying Group and its Members for additional reports.

6.0 **Non-Mandatory Contract.** Savvik Buying Group does not mandate its members to purchase under this Contract. There are no quantities guaranteed by the Savvik Buying Group or set forth in this RFB.

7.0 **Performance Logistics.** Details related to the date, time and location of performance by Bidder for purchases made under this Contract will be determined by Bidder and Member.

8.0 **Acceptance of Services.** Bidder agrees to provide the Services in accordance with the terms of this Contract and agrees that Members will have the right to reject Services that do not conform to Contract specifications.

9.0 **Technical Support.** With each Savvik Buying Group 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 the Savvik Buying Group awarding the Contract to Bidder. In the event of Bidder failure to comply with this 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 Buying Group, whichever is sooner. Bidder agrees to grant Savvik Buying Group and its authorized agents full access and the right to examine the Contract Documents.

- 14.0 **Conflicts of Interest.**
- 14.1 Bidder covenants that Bidder presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains or which would conflict in any manner or degree with the performance of Bidder's work hereunder.
- 14.2 Bidder further covenants that in its performance of the Contract no person having any such interest shall be employed by the Bidder.
- 14.3 No employee of Savvik Buying Group, and no other officer, employee, member or agent of Savvik Buying Group who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in the Contract.
- 14.4 For the duration of the Contract Term, Bidder agrees to maintain and abide by the Conflict of Interest Plan documented in its Bid.
- 15.0 **Contract Administrators and Key Personnel.** Bidder shall notify the Savvik Buying Group 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, sales representatives.
- 16.0 **Subcontractors.** Savvik Buying Group 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 this 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 while providing the Services.
- 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.** 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's obligations under this Contract. Bidder currently has and agrees to maintain all licenses necessary for Bidder to perform its obligations under this Contract.
- 19.0 **Promotion and Publicity**
- 19.1 **Savvik Buying Group Website Promotion.** Bidder agrees to provide Savvik Buying Group with a technical information packet related to the Services via email, and Savvik Buying Group agrees to post the information to its main and members-only websites. Savvik Buying Group 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 Buying Group as necessary. The information packet must be approved by the Savvik Buying Group.
- 19.2 **Trade Shows; Signage.** If Bidder attends EMS trade shows in any state where Members are located, Bidder agrees to exhibit the Services and promote Savvik Buying Group 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, [www.savvik.org](http://www.savvik.org)".

- 19.3 **Vendor Website Promotion.** Bidder must post information about this Contract on its website. Posted information must include the Savvik Buying Group logo and link to the Savvik Buying Group website. Prior to posting such information, Bidder agrees to allow Savvik Buying Group an opportunity to review and approve the content.
- 19.4 **Publicity.** Bidder shall not refer to this Contract, Savvik Buying Group or Savvik Buying Group Members in any advertising or publicity without first obtaining written permission from Savvik Buying Group and individual Member concerned.
- 19.5 **Banner Advertising.** Awarded Bidders will be required to advertise on the [www.savvik.org](http://www.savvik.org) website with a fixed ad located on the EMS home page for \$1,000.00 per year for the life of the contract. The banner ad will be 3" x 4"; Savvik Buying Group and Awarded Bidder will negotiate for any banner ads larger than this size.

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

21.0 **Financial Condition.** Bidder agrees to provide written notification to Savvik Buying Group 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 following events shall be considered events of Bidder default 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 sales reports;
- (4) Provision of Services 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 Buying Group Remedies.** Upon the occurrence of a Bidder Default, Savvik Buying Group has the right to terminate the Contract, subject to the Cure Period detailed below. Savvik Buying Group also has the right to deem the Bidder "nonresponsible" and ineligible to bid on or perform under Savvik Buying Group contracts for a period of 3 years. Savvik Buying Group may also pursue all other remedies permitted by the Contract or available by law and equity.

22.3 **Savvik Buying Group Events of Default.** The following events shall be considered events of Savvik Buying Group default under the Contract:

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

22.4 **Bidder Remedies.** Upon the occurrence of a Savvik Buying Group 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 writer 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, (b) termination by Savvik Buying Group as a result of Default, or (c) by either party with 90 days written notice. Upon Contract termination, Bidder remains obligated to pay all Contract Management Fees incurred as of the date of Contract termination.
- 24.0 **Contract Documents; Order of Precedence**
- 24.1 The Contract shall consist of the following documents (inclusive of attachments and amendments), which are presented in order of precedence: (1) Contract Award; (2) RFB Cover Sheet; (3) Attachment 1 – Special Terms and Conditions; (4) Attachment 2 – Bid Requirements; (5) Attachment 3 – Specifications; (6) General Terms and Conditions; and (7) 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 Terms and conditions proposed in the RFB are expressly rejected unless specifically accepted by Savvik Buying Group in writing in the Contract Award document.
- 25.0 **Assignment.** This Contract is not be assignable by the Bidder in whole or in part without the written consent of Savvik Buying Group.
- 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.

**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/Service Specifications and Pricing Worksheet**

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## ATTACHMENT 1

### Automated External Defibrillators, ALS Monitors/Defibrillators, Automated CPR Devices, Training and Accessories

#### SPECIAL TERMS AND CONDITIONS

##### 1.0 Contract Management Fee.

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

**Multiple Unit Sales: Successful bidder may negotiate better pricing with Savvik Buying Group member if member is purchasing 2 or more units in one order. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.**

2.0 **Bid Surety.** The Bid Surety requirement is one thousand dollars (\$1,000.00). Bids must be on the basis of cash payment for work and accompanied by a cash deposit, certified check (on a responsible bank in the State of Minnesota), or a bidder's bond made payable without conditions to 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 Friday, October 16, 2015, at 11:00 AM CST, mailing address is listed on cover page.

##### 3.0 Technical Requirements.

###### 3.1 Technical Requirements

3.1.1 The Products and Services to be furnished under this contract shall be the manufacturers current type and class specified. The Products and Services shall be complete with operating accessories as specified herein; furnished with such modifications and attachments as may be necessary and specified to enable the Products and Services to function reliably and efficiently in sustained operation. The design of the Products and Services and the specified equipment shall permit accessibility for servicing, replacement and adjustment of component parts and accessories with minimum disturbance to other components and accessories.

3.1.2 The completed Products and Services and components shall comply with all Federal standards and regulations.

3.1.3 Where minor details of construction and materials are not specified, Bidder shall supply only the best of such materials and design and construct any such unspecified parts in accordance with the best interests of the Savvik Buying Group. All materials used in the Products and Services furnished shall be guaranteed to be new and of current manufacture.

###### 3.2 Technical Support

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

###### 3.3 Parts/Service Availability

- 3.3.1 Bidder shall provide a list of service centers in the United States authorized to perform warranty and repair work. Where a local sub-contractor(s) is utilized, Bidder shall provide the name, address, and telephone number of said contractor(s) with Proposal.
  - 3.3.2 Bidder must develop and provide written procedures that address how to request completion of warranty work. Written procedures and all necessary paperwork needed to be submitted shall be included with Bidders Proposal.
  - 3.3.3 To ensure a continuous supply of repair parts and service for the Products and Services furnished under this contract, the Bidder agrees to maintain a source of parts (at its own facility or that of a sub-contractor) for a period of not less than five (5) years following the conclusion of said contract and/or model year of production.
  - 3.3.4 Bidder shall keep essential accessories and replacement parts in stock at all times to provide Savvik Buying Group members quick turn around time (not greater than 48 hours from time of order to shipping).
  - 3.3.5 Where a local sub-contractor is utilized to provide the required parts and/or service the name, address and telephone number of such sub-contractor(s) shall be provided by Bidder in the Proposal.
- 3.4 Safety
- 3.4.1 Bidder shall submit any and all documentation which pertains to safety and testing of the Products and Services.
- 3.5 Delivery
- 3.5.1 Time is of the essence for delivery of the Products and Services under the terms of this contract. Delivery shall be made by the Bidder within thirty (30) days after receipt of order (ARO).
  - 3.5.2 If bidder is unable to meet the thirty (30) day delivery schedule, a letter of explanation must be submitted to Savvik Buying Group and Savvik Buying Group member within 24 hours after the date of execution. Savvik Buying Group reserves the following remedies either in part or in their entirety, in addition to other remedies which may be appropriate in law or equity:
    - 1 Accept the letter of explanation and allow a variance to the schedule
    - 2 Not accept the letter of explanation and obtain the following remedies either in part or in their entirety:
      - a. A fine of \$50 per day that the Bidder is beyond the scheduled execution/delivery date.
      - b. An immediate termination of contract for breach of contract in the failure to meet the terms and conditions.
      - c. A refusal to allow the Bidder the right to bid in any future RFB for service or purchase.
  - 3.5.3 Bidder shall furnish and deliver the specified Products and Services, complete including all options and ready to use, F.O.B. Savvik Buying Group member, at the member specified address and time, no charge to Savvik Buying Group.
  - 3.5.4 Delivery shall be defined as delivery of the Products and Services to the Savvik Buying Group member, which is operational to the satisfaction of the Savvik Buying Group member.
  - 3.5.5 Upon delivery of the Products and Services, Savvik Buying Group members shall be allowed to conduct visual and/or physical inspections to determine the Products and Services compliance with specifications prior to acceptance.
  - 3.5.6 If defects or omissions are discovered during inspections, the Savvik Buying Group or Savvik Buying Group member may:
    - (1) Refuse acceptance of the Products and Services.

- (2) Require Bidder to remove the Products and Services from the Savvik Buying Group member premises at its own cost to make the necessary corrections.
- 3.5.7 Savvik Buying Group member and Bidder representative shall complete warranty information for mailing or processing.

### 3.6 Training

- 3.6.1 Bidder shall provide a professionally conducted training session for the Savvik Buying Group member personnel (or their designee) to instruct them as to the proper operation, maintenance and repair of the Products and Services.
- 3.6.2 Supplier shall train the Savvik Buying Group member personnel (or their designee) in the most efficient methods of troubleshooting, maintaining and repairing the Products and Services and any auxiliary items.
- 3.6.3 All training shall be provided at no additional cost to the Savvik Buying Group or its members (or their designee) and shall be provided at a time and location specified by the Savvik Buying Group member.

### 3.7 Inspection/Testing

- 3.7.1 In order to determine that the proposed Products and Services conform to the specifications, Savvik Buying Group reserves the right to test and/or inspect Products and Services. Other tests and measurements may be performed at the discretion of the Savvik Buying Group.
- 3.7.2 It shall be understood and agreed by and between the parties hereto that the initial acceptance and inspection of any delivery shall not be considered as a waiver of any provision of these specifications and shall relieve Bidder of its obligation to supply satisfactory Products and Services which conform to the specifications, as shown by any test or inspections for which provision is herein otherwise made.

## 4.0 **Warranty.**

- 4.1.1 A statement must be submitted with each Proposal 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.
- 4.1.2 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.
- 4.1.3 Bidder hereby warrants for a minimum of five (5) years from the date the Savvik Buying Group members place the Products and Services in service, that it will, at its own expense and without any cost to Savvik Buying Group 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.
- 4.1.4 A non-use charge payable to Savvik Buying Group member in the amount of \$50.00 per diem for any Product and Service 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 Buying Group member as described herein.

- 5.0 **Insurance.** Bidder represents that it currently has and agrees to maintain for the Contract Term, a proper and verifiable Certificate of Insurance in the minimum amount of \$1,000,000.00 issued by company rated 'A+' as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.

## ATTACHMENT 2

### Automated External Defibrillators, ALS Monitors/Defibrillators, Automated CPR Devices, Training and Accessories

#### 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 Services to Savvik Buying Group members in accordance with the terms and conditions of this RFB.
- 1.2 **Bidder to Pay Bid Costs.** This RFB does not obligate Savvik Buying Group 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 Buying Group and Savvik Buying Group retains the right to disclose bids to its Members.
- 1.4 **Savvik Buying Group Right to Change RFB.** Prior to contract award Savvik Buying Group reserves the right in its sole discretion to amend, supplement, withdraw, or otherwise change this RFB in any manner. Savvik Buying Group will notify bidders of RFB changes using the method determined by Savvik Buying Group to be most appropriate.
- 1.5 **Restriction on Communication.** Bidders shall not initiate contact with any Savvik Buying Group employee, Member employee or Savvik Buying Group 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 Buying Group 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 **Service 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 three hard copies of the full bid and a copy supplied on electronic media in Microsoft Word or Adobe Acrobat format.

##### 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 Buying Group 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 Buying Group 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	Wednesday, August 12, 2015
Savvik Buying Group – Potential Bidder Conference Call	Conference call to review RFB and answer questions Wednesday, August 26, 2015, 1:00 PM, CST (Central Time) Dial 1-866-365-4406 and enter Access Code 0121141
Deadline for Submission of Questions	Before noon on Monday, October 12, 2015
Bid Due Date	Friday, October 16, 2015, prior to 11:00 AM CST (Central Time)
Bid Opening	Friday, October 16, 2015, 1:00 PM CST (Central Time)
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 December 1, 2015 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 Buying Group reserves the right to reject any or all Bids and to waive informalities and irregularities in Bids. Savvik Buying Group will reject as nonresponsive Bids that contain material variances from the specifications detailed herein. Savvik Buying Group 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 Buying Group Officers identified on the Cover Sheet.

## 12.0 **Evaluation of Bids**

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

### 12.2 **Responsive Bids**

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

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

12.2.2 Savvik Buying Group reserves the right to reject any Bid if the evidence submitted by or an investigation of such Bidder fails to satisfy Savvik Buying Group that such Bidder is properly qualified to carry out the obligations of the contract and complete the work therein. The competence and responsibility of the Bidder will be considered in making an award.

12.2.3 All responses to this RFB should be clear and concise. Bids that are not substantive may be considered unresponsive. Responses of excessive length or containing excessive advertisement are discouraged and may be considered unresponsive. Responses must distinguish between currently available products and those still under development or in the process of becoming a product and service. Bidder is encouraged to make recommendations based on currently deliverable products and services.

12.3 **Responsible Bidders.** Bidder responsibility will be determined through evaluation of the following criteria:

12.3.1 Commitment to service

12.3.2 Past experience with Savvik Buying Group 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 services 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.

## 13.0 **Contract Award**

13.1 This RFB is not an offer to contract. Only the execution of a written contract award will obligate the Savvik Buying Group.

13.2 Savvik Buying Group reserves the right to award this Contract to one or more Bidders without prior notification to any other Bidders.

**ATTACHMENT 3**

**Automated External Defibrillators, ALS Monitors/Defibrillators,  
Automated CPR Devices, Training and Accessories**

**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.

Certification	Initials	Exception?
1. Bidder certifies that it understands the Contract Management Fee provisions of this RFB and agrees to pay the Contract Management Fee in accordance with those terms.		
2. Bidder certifies that, to the best of its knowledge, no employee, officer or board member of Savvik Buying Group 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 Services to Savvik Buying Group in accordance with the terms of this RFB.		
5. Bidder certifies that it has reviewed the terms and conditions of the RFB. Bidder represents that it understands the obligations of Bidder under any Contract that could be awarded as a result of its Bid. Bidder further warrants that, upon Contract Award, Bidder agrees to be bound to the terms of the resulting Contract, including, without limitation, the Standard Contract Terms and Conditions and the Special Terms and Conditions in Attachment 1.		

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

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

	e. Customer communications
	f. Technical ability and competence
	g. Range of Services 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 Services and to provide the necessary ongoing support.
7.	Describe your policies and procedures documenting and resolving customer complaints.
8.	Describe your emergency service procedure for after normal business hours.
9.	Describe your resources and methodology to provide service to the United States and Canada.
10.	Describe your disaster plan to assure service is uninterrupted for any reason.
11.	Provide a catalog or listing of your complete line of Services that includes Savvik Buying Group pricing for every item in the catalog.
12.	Demonstrate that Bidder software is compliant with state software programs.
13.	Submit complete copies of all contracts and order forms Members would be expected to sign when placing orders under this Contract.
14.	Document Bidder quality assurance program, including a document retention plan.
15.	Submit sample Purchase Volume Report.
16.	List the names, trades, and union affiliation (if any) of the subcontractors to whom Bidder proposes to sublet portions of the contracted work.
17.	Submit a proper and verifiable Certificate of Insurance in the minimum amount of \$1,000,000.00 issued by company rated 'A+' as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.

### **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

### Automated External Defibrillators, ALS Monitors/Defibrillators, Automated CPR Devices, Training and Accessories

#### PRODUCT/SERVICE SPECIFICATIONS AND PRICING WORKSHEET

##### Product/Service Pricing Certifications

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

##### Product/Service Specifications

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Essential Specifications:

The following criterion is essential and shall be available:

- 1) Portable  
Products and Services shall be portable and intended for use in the emergency medical services field.
- 2) Upgradeable  
Products and Services shall be upgradeable. Please describe the method(s) of upgrading the Products and Services to include location, length of time, etc. of the Products and Services in Bidder's proposal. The cost of software upgrades for the entire term of this Agreement (plus two years for units purchased in the last calendar year of the agreement) are included in the price bid.

Waveform

Products and Services shall utilize a biphasic waveform which meets FDA 510K guidelines for external defibrillators.

- 3) AED Mode  
Products and Services should have the ability to convert from a fully functioning ALS unit to AED with ease.

**BIDDER PRICING CERTIFICATION**

I warrant that the service 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 / Service Pricing**

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- 1 Submit pricing for a base model Automated External Defibrillators and include pricing for all other models you would like to have as part of the RFB.
  - a. Bid your base model and list what options are included in the price.
  - b. Price and itemize list of all additional options that are not included in the base price.
  - c. Price and itemize list of all accessories available.
  - d. Price and itemize list of any training available.
  
- 2 Submit pricing for a base model ALS Monitor/Defibrillator and include pricing for all other models you would like to have as part of the RFB.
  - e. Bid your base ALS model and list what options are included in the price. Base model to include AED mode.
  - f. Price and itemize list of all additional options that are not included in the base price.
  - g. Price and itemize list of all accessories available.
  - h. Price and itemize list of any training available.
  
- 3 Submit Pricing for a base model Automated CPR Device and include pricing for all other models you would like to have as part of the RFB.
  - a. Bid your base model and list what options are included in the price.
  - b. Price and itemize list of all additional options that are not included in the base price.
  - c. Price and itemize list of all accessories available.
  - d. Price and itemize list of any training available.