



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Emergency Management & Public Safety Communication

RFP NUMBER

106137

RFP TITLE

Dane County
**Emergency Medical Services and Priority Medical
Dispatch Medical Director**

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Emergency Medical Director Services/Priority Medical Dispatch Medical Director.

DEADLINE FOR RFP SUBMISSIONS

2:00 P.M. Central Time

December 6, 2006

LATE, FAXED OR UNSIGNED PROPOSAL WILL BE REJECTED

SUBMIT RFP TO THIS ADDRESS

DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY- COUNTY BUILDING
210 MARTIN LUTHER KING JR BLVD
MADISON, WI 53703-3345

SPECIAL INSTRUCTIONS

- Label the lower left corner of your sealed submittal package with the RFP number
- Place the Signature Affidavit as the first page of your proposal
- Submit an original and (8) complete copies of your proposal

DIRECT ALL INQUIRES TO

NAME [Francisco Silva](#)

TITLE [Purchasing Agent \(for purchasing use\)](#)

PHONE # [608 267-3523](#)

FAX # [608/266-4425](#)

EMAIL silva@co.dane.wi.us

WEB SITE www.danepurchasing.com

DATE RFP ISSUED: **November 15, 2006**

TABLE OF CONTENTS

- 1.0 GENERAL INFORMATION
 - 1.1 Introduction and background
 - 1.2 Scope of the project Department of Emergency
 - 1.2.1 Project description
 - 1.2.2 Objective/needs
 - 1.2.3 Current operations
 - 1.3 Scope of the project Public Safety Communications
 - 1.2.1 Project description
 - 1.2.2 Objective/needs
 - 1.2.3 Current operations
 - 1.4 Procuring and contracting department/division
 - 1.5 Definitions
 - 1.6 Vendor Registration
 - 1.7 Clarification of the specifications
 - 1.8 Reasonable accommodations
 - 1.9 Calendar of events
 - 1.10 Contract term and funding
- 2.0 PREPARING AND SUBMITTING A PROPOSAL
 - 2.1 General instructions
 - 2.2 Proprietary information
 - 2.3 Incurring costs
 - 2.4 Submitting the proposal
 - 2.5 Proposal organization and format
 - 2.6 Multiple Proposals
- 3.0 PROPOSAL SELECTION AND AWARD PROCESS
 - 3.1 Preliminary evaluation
 - 3.2 Proposal scoring
 - 3.3 Right to reject proposals
 - 3.4 Evaluation criteria
 - 3.5 Award and final offers
 - 3.6 Notification of intent to award
- 4.0 GENERAL PROPOSAL REQUIREMENTS
 - 4.1 Introduction
 - 4.2 Individual capabilities
 - 4.3 Proposer references
 - 4.4 Mandatory requirements
- 5.0 MEDICAL DIRECTOR REQUIREMENTS
- 6.0 COST PROPOSAL
- 7.0 SPECIAL CONTRACT TERMS AND CONDITIONS
- 8.0 REQUIRED FORMS
 - ATTACHMENTS
 - A. Signature Affidavit
 - B. Vendor Data Sheet
 - C. Reference Data Sheet
 - D. Designation of Confidential and Proprietary Information
 - E. Cost Summary Page
- 9.0 STANDARD TERMS & CONDITIONS

1.0 GENERAL INFORMATION

1.1. Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the Dane County EMS Medical Director and medical oversight of the Public Safety Communication Medical Priority Dispatch System

Important Note: This RFP contains two-distinct scope of services. It should be the responsibility of the vendor to specifically address each scope of services and requirements separately.

The County as represented by its Department of Emergency Management, Division of Emergency Medical Services and the Public Safety Communications Center intends to use the results of this process to award a contract for the Dane County EMS Medical Director and Public Safety Communications Medical director.

1.2. Scope of the Project::

Department of Emergency Management, Division of Emergency Medical Services

1.2.1. Project Description:

The Dane County EMS Medical Director will provide administrative and evaluative physician services.

The Medical Director of the Dane County EMS System will also be responsible for the development of necessary programs and quality improvement components in support of prehospital emergency care provided by local EMS Districts.

It is estimated that this position will require approximately 20 hours of work weekly.

1.2.2. Objectives:

The Dane County EMS Medical Director is needed to perform the responsibilities as specifically described under section 5.0-Medical Director Requirements.

1.2.3. Current Operations:

The Dane County Emergency Medical Services System is comprised of twenty-contracting local EMS Districts serving Dane County as well as Four out-of-county contracting EMS Districts, with over 1,200 volunteer emergency medical technicians. Operating at the EMT-Basic, EMT – Intermediate Technician, and EMT-Paramedic levels and incorporating the First Responder-Defibrillation level. The Dane County EMS System provides emergency care and transportation to approximately 16,000 patients per year. Additional advanced life support programs will be developed and implemented during the term of this contract. Additional out-of-county EMS Districts may also be included in the advanced skills programs and quality improvement programs.

Dane County will provide necessary technical equipment and supplies for implementation of medical quality improvement and performance evaluation of EMS personnel and services. In addition, Dane County will provide office space, clerical support, and EMS professional staff support as may be required to assist the Provider in performance of his/her duties.

The County will provide such professional liability insurance coverage as required by Section 20 of the attached Standard Terms & Conditions, naming the County and the Provider as insurers.

1.3. Scope of the Project:

Public Safety Communications Center

1.3.1 Project Description:

The Public Safety Communications Medical Director will provide oversight, training and quality assurance services for the Medical Priority Dispatch System (MPDS).

It is estimated that this position will require an average of 4 hours of work weekly for Public Safety Communications.

1.3.2. Objectives:

The Public Safety Communications Medical Director is needed to perform the responsibilities as specifically described under section 5.0 - The Public Safety Communications Medical Director.

1.3.3. Current Operations:

The Public Safety Communications has a staff of 68 certified EMD's and processes approximately 38,000 medical calls for service.

In January 2002, Public Safety Communications (PSC) implemented Medical Priority Dispatch System (MPDS). MPDS provides the dispatcher/call taker a tool for consistently gathering certain key medical and scene safety information so that accurate and informed dispatch decisions can be made regarding each call for help. The process involves a medically approved structured caller interrogation that allows the dispatcher/call taker to sort each case into a specific priority level based on patient symptoms, mechanism of injury and scene circumstances. Finally, the system directs the dispatcher/ call taker to provide scripted instructions to the caller before rescue personnel arrive at the scene of the incident.

The Public Safety Communications Center will provide all the necessary equipment and staff to perform the duties necessary to oversee the MPDS program.

1.4. Procuring and Contracting Department/Division

This Request for Proposal (RFP) is issued by Dane County, Department of Administration, Purchasing Division, which is the sole point of contact for the County during the selection process. The person responsible for managing the procurement process is Francisco Silva.

The contract resulting from this RFP will be administered by Dane County, Department of Emergency Management. The contract administrator will be Kathy Krusiec.

The contract administrator for the Dane County Public Safety Communications will be to be determined at a later date.

1.5. Definitions

The following definitions are used throughout the RFP.

County means Dane County, Department of Treasurer Office

Proposer/vendor means a firm submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.6. Vendor Registration

All bidders wishing to submit a bid/proposal must be a *paid registered vendor* with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com , or you can obtain a Vendor

Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

1.7. Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing by mail , fax or e-mail on or before November 13, 2006, to

Francisco Silva, Purchasing Agent
Dane County Purchasing Division
Room 425 City County Building
210 Martin Luther King Jr. Blvd
Madison, WI 53703
VOICE: (608)267-3523 - FAX: (608)266-4425
E-MAIL:silva@co.dane.wi.us

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

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

1.8. Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY)

1.9. Calendar of Events

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

DATE	EVENT
November 15, 2006	Date of issue of the RFP
November 29, 2006	Last day for submitting written inquiries
November 30, 2006	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
December 6, 2006	Proposals due from vendors
December 11, 2006	Evaluation of proposals
December 18, 2006	Notification to interview candidates
December 18, 2006	Interview
December 26, 2006	Notification of intent to award sent to vendors
Late January 2006 or February , 2007	Contract start date

1.10 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for 2 year(s) from that date, with an option by mutual agreement of the County and contractor, to renew for 2 additional one-year periods.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1. General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2. Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time,

all proposals will be available for review in accordance with the Wisconsin Open Records Law.

2.3. Incurring Costs

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

2.4. Submitting the Proposal

Proposers must submit an original and 8 copies of all materials required for acceptance of their proposal by Wednesday, December 6, 2006, at 2:00 p.m.

DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY-COUNTY BLDG
210 MARTIN LUTHER KING JR BLVD
MADISON WI 53703

Proposals must be received in the above office by the specified time stated above. All proposals must be time-stamped in by the County Purchasing Division by the stated time. Proposals not so stamped will not be accepted.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Request for proposal title,
- Request for proposal number
- Proposal due date

2.5. Proposal Organization and Format

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)

Organizational qualifications
Staff qualifications and Facilities
References

- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)

- Required forms (See Section 8 of this RFP)

Attachment A Signature Affidavit

Attachment B Vendor Data Sheet

Attachment C Reference Data Sheet

Attachment D Designation of Confidential and Proprietary Information

Attachment E Cost Summary Page

2.6. Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1. Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP

3.2. Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The evaluation team will consist of representative(s) of Dane County Emergency Management, Dane County Administration Department, a physician, and an EMS District representative. The committee may review references, request oral presentations, and conduct an on-site visit and use the results in scoring the proposals.

3.3. Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer

3.4. Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>		<u>Percent</u>
1.	General requirements		
	a. Qualifications as required by Sections 146.50, 146.55 and ch. 448, Wis. Stats, and HFS 110, HFS 111, HFS 112, and HFS 113, Wis. Admin. Rule.	5	
	b. Prior experience in prehospital emergency care, EMS training and program development.	20	
	c. Prior experience in hospital and clinic based emergency medicine or comparable specialty.	20	
2.	Other requirements		
	a. Ability to provide sufficient commitment to meet planning and statutory functions in a timely fashion.	20	
	b. Prior computer experience with Microsoft Word, Microsoft Access, First Choice or other specialized database software systems.	5	
3.	Cost--pricing of proposal		30
	TOTAL		100%

3.5. Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer

3.6. Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1. Introduction

- 4.1.1. Evidence of licensure-proof that provider is licensed to practice medicine under sec. 146.50, 146.55 and ch. 448, Wis. Stats. and meets minimum qualifications as stipulated in HFS 110, HFS 111, HFS 112, and HFS 113, Wis. Admin. Rule.
- 4.1.2. Curriculum vitae noting qualifications, training, experiences, certifications and/or other applicable licensures, including license numbers as issued by the Wisconsin Department of Regulation and Licensing. Indicate all board certification in emergency medicine. Identify all attendance at a standardized course for medical directors offered by American College of Emergency Physicians (ACEP) or the National Association of EMS Physicians (NAEMSP).
- 4.1.3. Description of prior experience in prehospital emergency care, EMS training and program development.
- 4.1.4. Description of prior experience in hospital or clinic based emergency medicine or comparable specialty.
- 4.1.5. Schedule of availability to perform services, including any restrictions or limitations.
- 4.1.6. Knowledge of analytic measures useful in evaluating the quality of prehospital medical care rendered. Description of experience with Microsoft Word, Microsoft Access, or other specialized database software systems.
- 4.1.7. Pricing information and signature pages of the RFP.
- 4.1.8. Any other pertinent information that is felt to be useful in documenting the Provider's experience and ability to perform requested services.

4.2. Individual Capabilities

Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and result

- 4.2.1. Background and experience oriented to emergency or traumatic medicine, including a working knowledge of prehospital emergency medical services systems.
- 4.2.2. Active instructional experience, preferably in emergency medical technician training or retraining programs at a basic, intermediate or paramedic level.

- 4.2.3. Current experience in use of Microsoft Word, Microsoft Access, First Choice or other specialized database software systems.
- 4.2.4. Sufficient time commitment to actively participate in the review of EM personnel performance, individual patient records and formulation of required periodic reports.
- 4.2.5. Willingness to carry a pager/cellular telephone for rapid access by Dane County EMS Division.
- 4.2.6. Instructional experience related to emergency medical dispatch training.

4.3. Proposer References

Proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to the evaluation team and used in scoring the written proposals.

4.4. Mandatory Requirements

The following general requirements are mandatory and must be complied with.

- 4.4.1. Currently licensed to practice as a Doctor of Medicine or as a Doctor or Osteopathy by the State of Wisconsin, under ch. 448, Wis. Stats.
- 4.4.2. Currently certified in Advanced Cardiac Life Support (ACLS) by the American Heart Association.
- 4.4.3. Highly skilled in cardiac rhythm interpretation.

5.0 MEDICAL DIRECTOR REQUIREMENTS

- 5.1. Acts as Medical Director (off-line) to the Dane County Department of Emergency Management, Division of Emergency Medical Services on matters pertaining to the delivery of emergency care by contracting EMS Districts within Dane County and other contracting EMS Districts in adjacent Counties. Responsible for developing trauma, medical psychiatric, pediatric and other triage protocols.
- 5.2. Assists in screening applicants, for contractual districts, wishing to serve as local Service Medical Directors. Provides orientation to their statutorily required roles and responsibilities. Provides on-going consultation in specific case reviews.

Meets with the local Service Medical Directors and District Directors on a semi-annual basis to keep them apprized of any changes affecting their EMS district.

- 5.3. Acts as a liaison with the state medical director, service medical director, and local hospitals and the prehospital EMS providers in order to promote the highest quality of emergency care.
- 5.4. Coordinates on-line Medical Control and EMS communication system with contracting EMS Districts and area hospitals to help ensure standardization, accuracy, efficiency and quality at all levels of prehospital care.
- 5.5. Develops and/or reviews patient care protocols and procedures for all prehospital care levels provided by contracting EMS Districts. Provides for periodic updates as necessary.
- 5.6. Develops and reviews all emergency care plans, as required by the Wisconsin Department of Health and Family Services, to ensure compliance with all applicable statutes, administrative rules and departmental policies promulgated by the Wisconsin Department of Health and Family Services. Works with State of Wisconsin EMS Medical Director in order to coordinate patient care activities.
- 5.7. Reviews necessary record keeping and analytic procedures to insure appropriate documentation and evaluation of patient care that is provided by contracting EMS Districts.
- 5.8. Develops and reviews a quality improvement program and mechanisms for individual case review.
- 5.9. Evaluates effectiveness of prehospital care and makes recommendations for improvement.
- 5.10. Reviews the effectiveness and make appropriate recommendations regarding new and existing prehospital training and continuing education programs.
- 5.11. Reviews and makes recommendations to the local service medical director on the removal of EMS personnel from direct patient contact.
- 5.12. Serves as Program Medical Director for all EMT-Basic programs and any future advanced skills programs.
- 5.13. Coordinates a review process with the local Service Medical Director(s) providing EMT-Intermediate and EMT-Paramedic programs within the Dane County EMS system.
- 5.14. Assists in the development of EMS mass casualty and disaster services planning and exercising.

- 5.15. Serves as a member of the Dane County EMS Commission, ALS program steering committee, and MMRS steering committee, Chairperson of the Medical Advisory Subcommittee and other committees as assigned. Reports to the Director of the Department of Emergency Management on the Committee's and Commission's activities and actions.
- 5.16. Attends national conferences at his/her own expense.
- 5.17. Schedules monthly progress meetings with the Director of the Department of Emergency Management. Provides the Director with a written quarterly progress report listing accomplishments, areas of concern and recommendations for improvement in the Dane County EMS System. Submits documented payment vouchers on a biweekly basis.
- 5.18. Is involved with the local and state legislative processes to initiate and update laws affecting EMS.
- 5.19. Prepares and delivers an annual report to the Dane County Board of Supervisors and its EMS commission.
- 5.20. Provides backup medical direction during extended periods of time away from the count and relates information to EMS office.
- 5.21. Provides oversight to the purchasing of pharmaceuticals
- 5.22. In the absence of a local service medical director acts as interim service medical director as part of there normal duties.

6.0 The Public Safety Communications Medical Director

- 6.1. The Public Safety Communications Medical Director will provide management and accountability for the medical care aspects of the emergency medical dispatch program including; the medical monitoring oversight of the training of the EMS personnel; approval and medical control of the operational, emergency medical dispatch priority reference system; evaluation of the medical care and pre-arrival instructions rendered by the EMD personnel; direct participation in the EMD system evaluation, quality assurance, and quality improvement process and mechanisms; and, responsibility for the medical decision and care rendered by the EMD and emergency medical dispatch program
- 6.2. Provide daily, weekly or monthly review and analysis of the MPDS.
- 6.3. Provide management and accountability for the medical care aspects of the emergency medical dispatch program.
- 6.4. Provides approval and medical control of the operational, emergency medical dispatch priority reference system; evaluation of the medical care and pre-arrival instructions rendered by the EMD personnel.
- 6.5. Has direct participation in the EMD system evaluation, quality assurance, and quality improvement process and mechanisms; and, responsibility for the medical decision and care rendered by the EMD and emergency medical dispatch program.
- 6.6. Serve in a liaison capacity between the Public Safety Communications Department, County Medical Directors and the emergency medical service community, including hospitals and clinics, for issues relating to the emergency priority medical dispatch program.
- 6.7. Serve as a member of the Priority Emergency Medical Dispatch Steering Committee, as a member of the Medical Dispatch Review Committee and participate in the quality assurance review process.
- 6.8. Have final authority relating to medical issues in policies and procedures relating to the priority emergency medical dispatch program.
- 6.9. Make quarterly reports (more frequently if deemed necessary) to the Dane County Public Safety Communications Center Board specific to the priority emergency medical dispatch program.

7.0 COST PROPOSAL

7.1. General Instructions on Submitting Cost Proposals

Two copies of the cost proposal should be submitted in a separate envelope with the written proposal. The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost. Various costing methodologies and models are available to analyze the cost information submitted to determine the lowest costs to the County. The County will select one method and use it consistently throughout its analysis.

8.0 SPECIAL CONTRACT TERMS AND CONDITIONS

Dane County EMS Medical Director will submit a documented invoice on a biweekly basis. The year 2007 budget amount equals \$60,000. . Public Safety Communications has a budget of \$30,000 dollars per year and requires monthly invoices.

9.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A Signature Affidavit

Attachment B Vendor Data Sheet

Attachment C Reference Data Sheet

Attachment D Designation of Confidential and Proprietary Information

Attachment E Cost Summary Page

SIGNATURE AFFIDAVIT

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached proposal and pricing are in conformity therewith.

Name (Type or Print) Title

Signature Firm

Address: (Street, City , State, Zip Code)

Telephone Fax E-Mail

Date

VENDOR DATA SHEET

1. **Proposing Company Name** _____

Telephone _____ Toll Free Telephone _____ Fax _____

Address: _____

City: _____ State: _____ Zip + Four: _____

2. **Contact Person in the event there are questions about your proposal**

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

3. **All vendors that have 20 or more employees and that are awarded \$20,000 or more on this contract will be required to submit Affirmative Action information to the County Contract Compliance Office. Please list the Person in your Company we can contact about this plan.**

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

4. **Mailing address where County purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.**

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

ATTACHMENT C

REFERENCE DATA SHEET

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document.

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

ATTACHMENT D

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.

Section	Page Number	Topic

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

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

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

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

Signature-Authorized Representative

Company Name

Print Name-Authorized Representative

Date

ATTACHMENT E

COST SUMMARY SHEET

Actual hours shall be scheduled so that the total annual cost will not exceed the amount budgeted for either the position of Dane County EMS Medical Director or Public Safety Communications Medical Director.

Hourly Rate

January 1, 2007 through December 31, 2007

January 1, 2008 through December 31, 2008

The provider will assume all travel expenses and associated parking fees within and outside Dane County. Travel may include attendance at meetings or training sessions at local EMS districts or other facilities within Dane County.

**STANDARD TERMS AND CONDITIONS
(Request For Bids/Proposals/Contracts)**

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if

required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 **TAXES:** The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 **GUARANTEED DELIVERY:** Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 **APPLICABLE LAW AND VENUE:** This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 **ASSIGNMENT:** No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 **NONDISCRIMINATION/AFFIRMATIVE ACTION:** During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The

vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Agreement.

16.5 *Americans with Disabilities Act:* The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 **PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 **MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 **WARRANTY:** Unless specifically expressed otherwise in writing, goods and equipment purchased as a

result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified

against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible.

Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Dane (purchaser). Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 YEAR 2000 COMPLIANT: Vendor warrants that:
a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions
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before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.