



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 10/6/2021

Amended* Post Date: 10/7/21

**The following documents are included in the packet for the
Emergency Management Services (EMS) Committee on
October 8, 2021:**

- 1) Agenda
- 2) *2 - Green Lake County RFPs



GREEN LAKE COUNTY OFFICE OF THE COUNTY CLERK

Elizabeth Otto
County Clerk

Office: 920-294-4005
FAX: 920-294-4009

Emergency Management Services (EMS) Committee Meeting Notice

Date: October 8, 2021 Time: 10:00 AM

Location: Government Center, County Board Room, 571 County Road A, Green Lake WI

AGENDA

Committee Members

David Abendroth
Joe Gonyo
Allan Hoffmann
Joel Strahota
Evan Vandenlangenburg
Charlie Wielgosh
Mike Wuest

Elizabeth Otto, Secretary

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. Public Comment (3 Minute Limit)
5. Election of Chair
6. Election of Vice-Chair
7. Discussion and Action on Review of Proposed RFPs
8. Contract for Service
9. Budget Requests from Providers
10. Committee Discussion
 - Future Meeting Dates: Regular Meeting
 - Future Agenda items for action & discussion
11. Adjourn

Due to the COVID-19 pandemic, this meeting will be conducted and available through in person attendance (6 ft. social distancing and face masks are required) or audio/visual communication. Remote access can be obtained through the following link:

Topic: Emergency Management Services (EMS) Committee
Time: Oct 8, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85248615604?pwd=aWlzOEU4dEN2b1JkR2RlZlZtMW5idz09>

Meeting ID: 852 4861 5604

Passcode: 600344

Dial by your location

- +1 929 436 2866 US (New York)
- +1 312 626 6799 US (Chicago)

Virtual attendance at meetings is optional. If technical difficulties arise, there may be instances when remote access may be compromised. If there is a quorum attending in person, the meeting will proceed as scheduled.

Kindly arrange to be present, if unable to do so, please notify our office. Sincerely, Elizabeth Otto, County Clerk

Please note: Meeting area is accessible to the physically disabled. Anyone planning to attend who needs visual or audio assistance, should contact the County Clerk's Office, 294-4005, not later than 3 days before date of the meeting.

Green Lake County
Emergency Ambulance Service
Request for Proposal
October 2021

**Green Lake County is seeking proposals from qualified contractors for
Emergency Ambulance Service.**

Please initial acknowledging review & understanding RFP requirements _____

Green Lake County will receive proposals to provide, in whole, **Emergency Ambulance Service** for the County of Green Lake. **Proposals must be received by ?????? p.m. on ????????????, 2021.** Late proposals will not be considered or returned.

Proposals should be delivered via US Mail to:

Green Lake County

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DEFINITIONS

In this RFP, the terms “contractor,” “organization”, and “providers” shall all refer to the persons submitting proposals and/or the service provider to be selected pursuant to this RFP.

The term “Committee” shall refer to a review committee that will include, in the County’s discretion, selected representatives of the County. The Committee shall review proposals and make a recommendation to the County Board. The County Board shall have sole approving authority for awarding a contract for EMS service in the two (2) areas of Green Lake County. Regardless of the Committee’s recommendation, the County Board shall have the right to reject any and all proposals, and to decide to award or not award a contract in the best interest of the respective municipality.

The term “County” shall refer to Green Lake County. The term “contract” shall refer to the emergency ambulance services contract that will be drawn up as a result of this RFP process. The successful contractor will be expected to execute the contract when presented. The term “SOG” refers to the contractor’s standard operating Guidelines manual detailing the plan of service for Green Lake County.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION. Information about Green Lake County may be obtained at its website: . Contractors should carefully examine the entire RFP, and addenda thereto, and all related reference materials and data referenced in this RFP. Contractor will be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document will in no way relieve contractors from any obligation with respect to this proposal. Additional information or corrections will be posted to the Green Lake County website.

1.2 COMMUNICATIONS. Any questions regarding the RFP should be submitted to Green Lake County administrator Cathy Schmidt. All official communications shall be done in writing. Any oral communications will be considered unofficial and nonbinding. Please see **Section 6 Preliminary Timeline** for deadline to submit questions and addendum release.

1.3 CONFLICTS OF INTEREST. Contractors must disclose any potential conflicts of interest that the contractor may have due to other clients, contracts, or interests associated with the services under this RFP.

1.4 ACCEPTANCE. If the Contractor’s proposal includes a cost to the municipality for the emergency medical services, the contractor shall hold such cost firm and subject to acceptance by Green Lake County for a minimum period of one hundred and twenty (120) working days from the date of the Committee’s recommendation.

1.5 AWARD. While Green Lake County is considering contracts for the emergency medical services, the County has no obligation to award any contract.

- Award, if any, will be made to the contractor offering the most advantageous proposal. The criteria are not listed in any order of preference.
- The Committee will contact and evaluate the contractor’s references; contact any contractor to clarify any response; contact any current users of a contractor’s services; solicit information from any available

source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

- The Committee will not be obligated to recommend acceptance of the lowest priced proposal, but will make a recommendation which it believes to be in the best interests of the County after all factors have been evaluated.
- The County will be the sole judge of the successful proposals hereunder. The County reserves the right to award a contract to a contractor other than the contractor submitting the lowest total price and to negotiate with any or all contractors. Contractors are advised that it is possible that an award may be made without any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the contractor can submit to the County. Do not assume that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.
- Award will be by means of a written agreement with the successful contractor. A Notification of Intent to Award shall be sent to any contractor selected.

1.6 PROOF OF FINANCIAL AND BUSINESS CAPABILITY. Finalist contractors must supply when requested audited financial statements for the preceding three (3) years, to a third-party financial firm and certified financial statement of the corporation, as satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The financial firm will supply the County a determination as to the contractor's ability. Proposers should contact County Administrator Cathy Schmidt for the financial firm's contact information.

1.7 CONTRACTOR DEFAULT. The County reserves the right, in case of contractor default, to procure the services from other sources and hold the defaulting contractor responsible for any excess costs occasioned thereby.

1.8 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS. It is the responsibility of the prospective contractor to review the entire RFP packet and to notify the County if the specifications are formulated in the manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received by the County not fewer than ten (10) business days prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.

1.9 PROPOSAL ORIGINAL AND COPIES. The County requires that the contractor submit one (1) signed original and six (6) additional copies of the proposal. In addition, a PDF of said proposal should be provided on a flash drive. The package containing the proposal must be sealed and marked with the contractor's name and "Confidential – Ambulances Services – RFP – Ambulance Service Contract."

- **COVER LETTER AND SIGNING OF PROPOSALS.** A cover letter, which will be considered an integral part of the proposal, must be signed by individual(s) who is (are) authorized to contractually bind the contractor(s). Each signature must indicate the classification or position that the individual holds in the firm. The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. For each listed individual, include the name, title, address, telephone number, and email address.

- **WAIVING OF INFORMALITIES.** The County reserves the right to waive minor informalities or technicalities when it is in the best interests of the County. If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price. The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect will in no way modify the RFP documents or excuse the contractor from full compliance with the RFP requirements, if awarded a contract.

1.10 SUBCONTRACTING. If the contract is awarded pursuant to this RFP process, the successful contractor may not subcontract or assign the contract.

1.11 DECLARATIVE STATEMENTS. Any statement or words (i.e., must, shall, will etc.) are declarative statements and the contractor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

1.12 PROPOSAL FORMAT. The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated contractor. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. The County shall have sole responsibility for determining a reliable source. At its discretion, the County may conduct written and /or oral discussions/interviews with some or all of the prospective contractors after the proposal opening. The purpose of such discussions/interviews is to provide clarification and additional information to make an award that is in the best interest of the County. It is the County's intent that such interviews/discussions shall be open to the public.

1.13 OMISSION OF INFORMATION. Contractors are hereby cautioned that failure to include any information requested may be just cause for rejection of proposal.

1.14 PRICING. The proposal shall provide a proposed cost to the County, if any, for all services, equipment or supplies to be provided pursuant to this RFP in the event of a one (1) year, three (3) year, and five (5) year contracts. SECTION 2 OBLIGATIONS, RIGHTS AND REMEDIES

2.1 CONTRACT TERMS. The contents of the proposal of the successful contractor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. At the County's discretion, the RFP and proposals shall be attached as part of the contract ("Contract") between the County and the selected contractor. The County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public health, safety, and welfare.

2.2 INCORPORATION. All specifications, drawings, technical information, the RFP, the proposal, award and similar items referred to or attached or which are the basis for the contract are deemed incorporated by reference as if set out fully in this RFP.

2.3 ALTERATIONS OR AMENDMENTS. No alterations, amendments, changes, modification or additions to the contract shall be binding on the County without the prior written approval of the County.

2.4 ASSIGNMENT. Contractor shall not assign or sub-contract the contract, its obligations or rights hereunder to any party, company, partnership, incorporation or person.

2.5 WARRANTY. Contractor warrants to the County that all services rendered shall conform to the specifications, proposal or other descriptions furnished or incorporated by reference. Contractor extends to the County all warranties allowed under Wisconsin state law.

2.6 REMEDIES. The County shall have rights and remedies afforded under Wisconsin law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorneys' fees.

2.7 ORDER OF PRECEDENCE. In the event of inconsistent or conflicting provision of the contract and referenced documents, the following in order of precedence shall prevail: (1) Item Description, (2) Request for Proposal, (3) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.

2.8 SEVERABILITY. If any provision of the contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.9 GOVERNING LAW. The laws of the State of Wisconsin shall govern the contract, and all obligations of the parties are to be performed in Green Lake County, Wisconsin. The Circuit Court of Green Lake County, Wisconsin shall have exclusive and concurrent jurisdiction of any disputes that arise under the Contract.

2.10 DEFAULT. If Contractor fails to perform or comply with any provision of the Contract or the terms or conditions of any documents referenced and made a part hereof, the County may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The County expressly retains all its rights and remedies provided by law in case of such breach, and no action by the County shall constitute a waiver of any such rights or remedies. In the event of termination for default, the County reserves the right to obtain its services elsewhere, with or without competitive proposals.

2.11 COMPLIANCE WITH ALL LAWS. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and all regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.12 INDEMNIFICATION AND HOLD HARMLESS. Contractor shall indemnify, defend, save and hold harmless the County, its officers, members and agents from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to performance or breach of the contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.13 RIGHT TO INSPECT. The County or its designees, reserve the right to make periodic inspections regarding the manner and means in which the services are performed.

2.14 NONDISCRIMINATION AND NON-CONFLICT STATEMENT. Contractor agrees that no person on the grounds of disability, age, race, color, religion, sex, sexual orientation or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in

the performance of the contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. • Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly and interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein, if any, shall be paid directly or indirectly to any officer, member or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the Contract.

2.15 BOOKS AND RECORDS. Contractor shall maintain all books, documents, accounting records (these shall include all Vehicle and Equipment Maintenance Records, Employee training records and employee license records) and other evidence pertaining to the services provided under the contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years, or any longer period required by law, from the date of the final performance of the contract for inspection by the County or by any other governmental entity or agency participating in the funding of the contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's cost of acquiring or delivering the services governed by the contract.

SECTION 3 SPECIAL TERMS AND CONDITIONS

3.1 EXPECTATIONS

3.1.1 This contract requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Specifically:

1. Ambulance response time is very important to the County. The proposal must contain a description of the average response time the proposed contractor will provide and how the response time is determined and recorded.
2. The proposal must contain a detailed description of how ambulances and First Responders will be dispatched under the contract.
3. Ambulance service will be available to the service area 24 hours per day, 7 days per week, 365 days per year. The proposal must describe how many ambulances will be dedicated to serving the County, expected response times for ambulances not dedicated to the County, and where these ambulances will be located.
4. Clinical performance must be consistent with approved medical standards and protocols and guidelines set forth by the State of Wisconsin.
5. The conduct of personnel must be professional and courteous at all times.
6. There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.
7. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.
8. The most important aspect of this procurement is the fact that this procurement will result in the award of a performance-based contract. A contractor who fails to perform must and shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting a Contractor's proposal, the Committee neither accepts nor rejects the Contractor's level-of-effort estimates; rather, the Committee accepts the Contractor's promise to employ whatever level-of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

3.2 INTENT

3.2.1 The intent of this RFP is to receive proposals to provide 911 Emergency and Non-Emergency care and transport at minimum of AEMT practice level 24/7/365 for the service area on all first out Ambulances. The County is seeking the service with the highest quality patient care, most reliable ambulance services, at the most reasonable price. Proposals not meeting this intent may not be considered.

3.2.2 The successful Contractor shall be responsible for providing staffed ambulances for response to 911 calls for emergency and non-emergency requests throughout the coverage area 24/7/365.

3.2.3 In this procurement, the County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Contractor should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances. Additionally, the service shall include medical supply purchasing, and all fleet maintenance.

3.3 MINIMUM REQUIREMENTS. Successful proposals will include, at a minimum, the following:

3.3.1 GENERAL DUTIES

1. Contractor must maintain compliance with all Wisconsin licenses, permits, laws, rules.
2. Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, buildings, vehicles, and equipment necessary to respond to all emergency and non-emergency calls within the County. The contractor must provide information regarding how its ambulances and crews will be dispatched and monitored by the applicable 911 Dispatch. All buildings, vehicles, equipment, and supplies used in providing emergency medical services must meet or exceed standards including inter-operable communications with the various jurisdictions and entities necessary to provide emergency services in the service area. All buildings, vehicles and equipment shall be fully operational when placed in service and throughout the term of the contract for response to public needs.
3. The Proposal must describe in detail how the Contractor will provide emergency medical service and non-emergency care and transport to the County, including:
 - a. Utilization of current stations.
 - b. The location and description of any additional building(s) the Contractor will provide to house the emergency medical service, vehicles, equipment, and supplies;
 - c. Description of the ambulances, equipment and supplies the Contractor will provide.
 - d. Whether and to what extent the Contractor anticipates utilizing the County's Fire Department personnel or equipment in the provision of emergency medical services to the County, including but not limited to:
 - i. What incidents, if any, will the Contractor expect the First Responders/Fire Departments to respond?
 - ii. When the Contractor is providing fire standby EMS services for the Fire Department, will it follow NIMS standards regarding management of the scene; what protocol will the Contractor follow in releasing the ambulance from the fire scene?
 - iii. The Contractor's plan for providing rehabilitation services to firefighters at the scene in conformance with NFPA 1584.
 - iv. Whether the Contractor will require the respective Fire Department personnel to drive or ride with the ambulance at any time, and if so, whether the Contractor's liability insurance would cover the County's Fire Department personnel.
 - v. Whether the Contractor will provide medical direction for the County Fire Departments, and a description of what that will involve.

vi. Describe the on-going training and continuing education that the Contractor will provide for the Fire Department, and whether there will be any charge to the County.

The proposal must also include if the Contractor can provide police standby EMS services and the charge per hour for such services. The Contractor should advise if they plan to handle inter-facility transfers and disclose what the plan is for handling inter-facility transfers, while still providing 24/7/365 911 emergency medical services to the community with response times described in the contractor's proposal.

4. The Contractor must apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. The Contractor must provide copies of all licenses to the County.

5. The Contractor must accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

6. The Contractor must make emergency and non-emergency services (as defined in this RFP) available to all persons within the service area which will include the County.

7. The Contractor must participate and comply with the Green Lake County Hazard Mitigation Plan, or other County or municipal emergency plans, or successor plans adopted and approved by Green Lake County.

8. The Contractor will provide a draft annual schedule (noting amount & potential topics) for conducting EMS drills at their respective Home Stations.

9. The Contractor will develop excellent community relationships and will provide during, on a non-dedicated basis, standby coverage for not-for-profit community events and health/wellness events.

10. The proposal shall include the Contractor's plan, if any, for making available dedicated staff, vehicle and equipment to groups wishing to contract for such services. This would be over and above the required service described in this RFP and paid for by the requesting group.

11. The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

12. The proposal shall describe the Contractor's ability and plan for handling at least two (2) simultaneous situations within The County and an acceptable strategy for handling additional situations beyond this minimum 24 hours per day/seven days per week.

13. The Contract shall provide copies of all mutual aid agreements currently in effect between the Contractor and other municipalities and mutual aid agreements that the Contractor intends to enter into with additional municipalities if the contract is awarded to that Contractor.

3.3.2 TRANSPORT

- The Contractor must provide emergency services from the scene to the appropriate health facility or other location for all persons in the service area.

3.3.3 COMMUNICATIONS EQUIPMENT

- The Contractor shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies required in the MABAS Communications Plan when created.

3.3.4 RESPONSE TIME

1. The proposal must provide information on anticipated average response time, how that response time is determined, and how it is documented for purposes of performance review.
2. Monthly detailed incident response time reports must be available for review by the Administrator, who will provide to the County Board for review.

3.3.5 PERSONNEL

1. The Contractor should attempt to employ individuals with local knowledge and experience.
2. The parties understand that the EMS System requires professional and courteous conduct at all times from all of Contractor's employees. The Contractor shall employ highly trained and properly certified patient care staff and support staff. The proposal shall contain information on the staff, their level of training, their certifications, and their experience.
3. All patient care staff shall be physically capable of performing the tasks assigned by the Contractor and shall be clean in dress and person. The Contractor shall have a defined, written dress code and any of Contractor's employees who operate under the contract shall conform to that code.
4. As licensing and training requirements change, the cost of such training or education shall be the sole responsibility of the Contractor or its employees.
5. Contractor shall supply the County an emergency contact list.

3.3.6 QUALITY IMPROVEMENT & MITIGATION PROGRAMS

- The proposal shall include an on-going and comprehensive quality improvement program for the EMS System and a description of how it will be implemented. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

3.3.7 FIRST RESPONDERS (including Certified First Responders and Police or Fire First Responders)

1. The proposal shall include the Contractor's plan for utilizing, cooperating, and coordinating its activities and services with any and all First Responder services, the primary goal being to enhance patient care through mutual cooperation. The plan shall include: a) the Contractor's expected training level for First Responders; b) the plan for providing on-going training for First Responders; and c) the supplies the Contractor will provide for First Responders, and the cost, if any, to the County.
2. The proposer shall provide information on its protocol for working with other agencies on the scene of an emergency.

3.3.8 MINIMUM INSURANCE REQUIREMENTS

1. On or before entering into a Contract pursuant to this RFP process, the Contractor shall purchase and provide, in a company or companies licensed to do business in the State of Wisconsin, such insurance as will protect the contracting municipality from claims which may arise or result from the Contractor's operations under the contract, whether such operations are performed by Contractor or any subcontractor, or by anyone directly or indirectly employed by any of them, by County staff at the Contractor's request, or by anyone for whose acts the Contractor or subcontractor may be liable.

2. The insurance required shall be written for not less than any limits or liability specified below or required by Wisconsin law, whichever is greater. All policies shall provide for 30-day notice to all contracting municipalities of cancellation or alteration in coverage. The Contractor shall maintain through the life of the contract insurance, through insurers rated A- or better by A.M. Best at the minimum amounts as determined by Wisconsin statutes or any others that may be required by Wisconsin Statutes. The County reserves the right to determine what levels and types of insurance the Contractor will need to provide to adequately protect the County, which may include, but will not be limited to:

- Commercial general liability insurance - \$1,000,000 each occurrence; \$3,000,000 Aggregate • Professional medical malpractice insurance – (Professional Liability) - \$1,000,000 each occurrence; \$3,000,000 Aggregate
- Worker's compensation coverage to statutory limits as required by law • Personal injury protection (PIP) or medical payment coverage - \$1,000,000
- Automobile Liability - Combined single Limit \$1,000,000

3.3.9 INDEMNIFICATION

1. The Contractor agrees to defend, indemnify and save harmless the County, their members, officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of the Contractor and arising out of the performance by the Contractor, its employees, subcontractors or agent in providing ambulance services under the contract for the County.

2. Contractor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the contracting municipalities, their members, officers, employees, agents, assigns, and instrumentalities as herein provided.

3. The County has no obligation to provide legal counsel or defense to Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to the contract against Contractor as a result of or relating to performance or obligations of the services under the contract. 4. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against Contractor as a result of or relating to obligations under the contract.

5. Contractor shall immediately notify the County of any claim or suit made or filed against Contractor or its subcontractors regarding any matter resulting from or relating to Contractor's obligations under the contract, and will cooperate, assist and consult with the County in the defense or investigation thereof.

18 3.4 USE OWN EXPERTISE AND JUDGEMENT

3.4.1 Contractor shall use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. "Methods" include without limitation, compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each Contractor's own strategies and tactics for getting the job done. Contractor's shall describe such methods in its proposal

3.4.2 The County requires innovation, efficiency, and superior levels of high performance.

3.5 COSTS INCURRED IN RESPONDING

3.5.1 The County will not pay any costs incurred in proposal preparation or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the contractor.

3.5.2 It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County, the Committee when received by the County and may be considered public information under **applicable law**.

3.5.3 The County and the Committee assumes no liability for any costs incurred by contractors throughout the entire selection process

3.6 ADDITIONAL INFORMATION

3.6.1 The award, if any, will be made to the Contractor who the County deems will provide them with the most responsible, responsive and reliable service, not necessarily the lowest overall cost but the best service to the County.

3.6.2 The Committee may schedule site visits to the contractor's facilities or a current operational site in order to assess the capability and ability of the contractor to fulfill the requirements of this RFP.

3.6.3 The County reserves the right to cancel this solicitation at any time, prior to or after the submittal deadline.

3.7 TERM - The term of the contract shall be subject to negotiation. The Proposal shall include information on the Contractor's proposed term.

3.8 PERFORMANCE REVIEW

3.8.1 The proposal shall address strategies and methods for ongoing performance evaluation of the Contractor. This will include but not be limited to issues of compliance with the terms of the contract, but shall also include a plan for addressing concerns that may arise about the emergency medical services being provided. Such concerns may be raised by the County, or residents thereof. Performance

Review will be completed by the Director, in conjunction with the County Administrator and County Board.

3.8.2 The Contractor's performance should exceed the minimum requirements of the contract.

3.9 COMPENSATION

3.9.1 The proposal shall include proposed terms regarding cost, if any, to the County, for the emergency medical services and non-emergency care and transport services the Contractor is providing to the County.

3.10 INTERPRETATIONS AND CLARIFICATIONS

3.10.1 No oral interpretations will be made to any Contractors as to the meaning of specifications or any other contract documents. All addenda shall become part of the contract documents.

3.11 CONFIDENTIAL AND PROPRIETARY DATA

Proposals received will be subject to the State of Wisconsin Open Records Laws. Contractors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Wisconsin Open Records Law. Contractor presentations will be conducted in an open public meeting.

SECTION 4: PROPOSAL FORMAT - To facilitate the review process, the following guidelines shall be adhered to:

4.1 AN INTRODUCTION TO THE PROPOSAL - Contractors should provide a brief understanding of the County's needs and the contractor's capability to perform the services described in this RFP.

4.2 A SIGNED STATEMENT AUTHORIZING SUBMISSION OF THE PROPOSAL – including an initialed copy of original PFP acknowledging review and understanding of requirements.

4.3 CONTRACTOR INFORMATION -Name, address, contact person, telephone number, fax number, and Contractor's US Tax ID Number.

4.4 CONTRACTOR AND COMPANY HISTORY - Years in business, nature of business, locations of business, location of headquarters, number of employees, nature of business plan (in relation to continued growth). Please provide list of relevant licenses and permits.

4.5 FINANCIAL INFORMATION - Finalists will be contacted by Administrator Gebert with contact information for the County's financial firm to submit audited financial statements for the preceding three (3) years.

4.6 COST PROPOSAL - Contractor's cost proposal shall include the cost to provide service to the entire service area. Please provide cost in the event of a one (1) year, three (3) year, or five (5) year contract term.

4.7 PROPOSED OPERATIONS PLAN - Location of in-service equipment, location of standby equipment and crews, number and types of ambulances, nature of certification of crews, detailed list of skills & services to be provided.

4.8 ANY EMPLOYEE HIRING AND RETENTION PLAN

SECTION 5: PROPOSAL EVALUATION AND REVIEW PROCESS

5.1 The Committee shall review all the submitted RFPs. The Committee will recommend one contractor to the County Board.

5.2 The County reserves the right to accept or reject any and/or all proposals.

SECTION 6: PRELIMINARY TIMELINE

- ?????, 2021 – Release of RFP.
- ?????, 2021 – Deadline to submit questions in writing regarding the RFP.
- ?????, 2021 – Addendum to RFP published.
- ?????, 2021 – Deadline for receipt of proposals by ??? p.m.
- ????? – Review of proposals by the Ambulance Services Sub-committee for recommendation of finalists to submit financial information and provide update/review to County Board. After review, the Ambulance Services Sub-committee plans to recommend one final Contactor to the County Board.
- ????? – Recommendation from Ambulance Services Sub-committee forward to County



Green Lake County

REQUEST FOR PROPOSALS

FOR

EMERGENCY MEDICAL SERVICES (EMS)

(9-1-1 AMBULANCE SERVICE)

PROPOSALS DUE: _____ (CST)

SECTION 1

RFP Summary & Definitions

- A. **SUMMARY.** Green Lake County, Wisconsin (population 18,913) is seeking proposals for the provision of Emergency Medical Services (EMS). These services are to include pre-hospital advanced life support care at the paramedic level and or AEMT advanced emergency medical technician level, and ambulance transportation in accordance with applicable Wisconsin statutes and Department of Health Services regulations.

Green Lake County (“County”) is currently being provided Emergency Medical Services by Berlin Emergency Medical Services, Southern Green Lake County Ambulance Service and Princeton Emergency Medical Services. Berlin Ambulance Service provides Basic Life Support (BLS), Advanced Life Support (ALS), and interfacility transports with staffing including EMT-Basics, AEMT's, Paramedics. Berlin performs their own billing and collections. Southern Green Lake County Ambulance provides Basic Life Support (BLS); Advanced EMT (AEMT); Southern Green Lake County Ambulance Service performs their own billing and collections. Princeton EMS provides Basic Life Support (BLS) with staffing at the EMT-Basic level and Advanced EMT (AEMT).

The County is seeking an EMS provider that will offer high-quality care and superior service to the citizens and visitors of Green Lake County, in collaboration with County representatives. The contract for services is expected to begin operations on **January 1, 2022.**

This RFP and subsequent contract do not provide exclusive rights or access to interfacility transfers that may occur from facilities within Green Lake County. Berlin EMS has historically provided the majority of interfacility transfers from the Hospital in Berlin. The successful contractor would be encouraged to work with the hospital directly to evaluate opportunities to perform those transfers without jeopardizing the 9-1-1 coverage for the County.

- B. **DEFINITIONS.** Commonly used words and terms in this RFP:
- “**County**” means the Green Lake County, Green Lake, Wisconsin
 - “**County Administrator**” means the Green Lake County’s Administrator and contact person for this RFP
 - “**Contractor**” means the entity ultimately selected by the Green Lake County Board to be awarded the contract for the services described in this RFP
 - “**Bidder**” means the entity responding to this RFP
 - “**Proposal**” means the response submitted to the County by the Bidder for this RFP
 - “**RFP**” means this Request for Proposal

SECTION II

RFP Purpose and Scope of Services

A. **PURPOSE OF RFP**

It is the intent of the County to award a contract for EMS 9-1-1 services to the most advantageous Bidder who provides services at the best value for the County and that is the most responsive to the RFP requirements and preferences.

The successful Bidder will be granted a contract for exclusive market rights for emergency (9-1-1) ambulance service for the County for an initial term of at least three years. The Contractor will have the opportunity to earn additional years of contract extension per terms of a contract to be developed. There will be no exclusive rights awarded by the County for non-emergency transports/transfers within the service area; however, transfers are important to customers within the market, and Bidders are encouraged to communicate with the Theda Care Medical Center about the opportunities for transfer business.

This RFP is intended to be a contract solely for the Green Lake County in its entirety. The County and the Bidder may mutually agree to offer other Village and Town municipalities within the area similar EMS services, as an extension of the County's base EMS contract.

B. SCOPE OF RFP

This RFP does not commit the County to award a contract, pay costs incurred in the preparation of a proposal responding to this request, or to procure a contract for service. The County reserves the right to accept or reject any or all proposals received because of this request, or to cancel in part, or in its entirety, the RFP process if the County deems it is in the best interest to do so. This RFP shall not be construed to be a low-bid process, although price will play a critical role. The contract, if awarded, will be negotiated with the Bidder who can best meet the County's needs as identified in this RFP.

The County specifically makes no promises or guarantees concerning the number of emergency calls or transports, quantities of patients, or distance of transports that will be associated with this procurement. The County has made every effort to provide as accurate data and information as available.

It is in the Bidder's best interest to submit a complete and accurate Proposal. Where the Bidder's documentation or response is incomplete or silent, it shall be assumed that the Proposal is deficient. Further, it is in the Bidder's best interest to submit a Proposal that meets the stated requirements contained in this RFP. While Bidders may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described in this RFP may disqualify the Proposal.

There may be more than one Contractor that will assume all liability and responsibility for achieving the performance levels specified in this RFP. Any subcontracts for essential services, as described in the RFP, between the Contract-Holder and separate entities must be identified in writing by, and shall be subject to, approval by the County during contract negotiations. If subcontractors are used, poor performance by the subcontractor, regardless of County approval, will remain the responsibility of the Contractor, who shall be responsible for any performance or financial implications of that result.

SECTION III

County Background Information

- A. **Description of the County.** Green Lake County, Wisconsin is approximately 380 square miles and is located approximately 50 miles northeast of Madison. The County is located between Marquette and Fond du Lac Counties. The County has an estimated population

of 18,913. Major thoroughfares within or near the County include Highway 49 and Highway 44.

There is one area hospital within the County limits: Theda Care Medical Center, in Berlin. Theda Care Medical Center is a critical access hospital within the County. The majority of all EMS 9-1-1 transports within the County are to this facility. Other hospitals within the area include Ripon Medical Center, Waupun Hospital, and various hospitals throughout the Fox Valley. There are multiple independent and assisted senior living facilities in the County. The County has a total of six schools.

- B. Response Zones.** For the purpose of this RFP the response zone should be considered as the entire County. However, based on the outcome of choosing a successful Bidder, the County may choose to partition off sections of the County that will use historical coverage areas/zones. The county intends to support EMS stations located in each of the 4 zones. *See Attachment A for response zone map.*
- C. Ambulance Facility.** The County currently does not operate a transporting ambulance service, so there are no facilities available to house EMS presently.
- D. Sheriff's Department.** The County has a municipal Sheriff's Department with officers trained to provide CPR, AED, Stop the Bleed, basic first aid, and to administer naloxone (Narcan). The Green Lake County Sheriff's Department responds to calls along with ambulances, if available.
- E. Fire Department.** Fire protection is provided by multiple Fire Departments within Green Lake County. Memberships in these departments are primarily comprised of paid-on-call volunteer members. Typically, the fire departments respond to motor vehicle crashes, and other requests for assistance if needed.
- F. Emergency Communications.** 9-1-1 calls are directed to the Green Lake County 9-1-1 Communications Center. The Dispatch Center pages out the appropriate resources-based jurisdiction, response agreements, etc., to the appropriate response agency.
- G. EMS Service Demand.** The County specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, payer mixes, or frequency of special events coverage. The following data is provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.
- 2020 Green Lake County EMS 911 Call Volume: 1426 calls
 - 2020 Inter-Facility Transfer Call Volume: Approximately 200
- H. Payer Mix.** The payer mix for Green Lake County for EMS usage currently is:
- Medicare: 59% Medicaid: 18% Private Insurance: 19% Self-Pay: 4%*
- I. CONTRACT PERIOD.** The Contractor(s) may be awarded an initial three (3) year contract. The County, at its option and upon mutual consent of all parties involved, may choose to extend the contract based on existing terms, conditions, and prices set forth in the original RFP. If the County chooses not to extend the contract beyond the initial three years, the County will notify the Contractor(s) 90 days prior to contract expiration period.

All prices negotiated under the contract are assumed firm for the duration of the initial contract period and any agreed upon extensions. The contract may contain provisions for cost or rate escalators tied to the Consumer Price Index and may include a provision that allows for the contractor(s) to petition for changes in the event of issues beyond the contractor's control (e.g. new regulatory requirement, changes in healthcare, funding and reimbursement changes, pandemic, etc.). The granting of any such change would be discussed and negotiated prior to the County making a final decision based on the strength of the case presented. The County will make its approvals with 60 days of submission.

Any tax funds paid for services provided will be paid from the appropriate fiscal year funds provided by the County.

SECTION IV Administrative Information

- A. **RFP Coordinator**. The main point-of-contact for this RFP is:

**Cathy Schmit, County Administrator Green Lake County
571 County Rd. A
Green Lake, WI 54941**

Phone: 920-294-4147 E-mail: cschmit@co.green-lake.wi.us

- B. **Communications Regarding the RFP**: During the proposal process, Bidders shall not contact County staff, representatives, elected officials or board member(s) unless otherwise permitted by this RFP. Additionally, firms and their employees of related companies, as well as paid or unpaid personnel, acting on their behalf shall not contact or participate in any type of communication with County representatives regarding any matter involved with this RFP or the anticipated contract. Such contact may result in the Provider being disqualified. All questions regarding this RFP or Solicitation are to be submitted in writing to Cathy Schmit, via email at cschmit@co.green-lake.wi.us or phone 920-294-4166. Any oral communications shall be considered unofficial and non-binding. Only written responses to written communication shall be considered official and binding.

The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification. If an addendum is required, the addendum will be posted on the County's website. It is the Bidder's responsibility to check the County's website to verify whether any addendums have been issued before submitting a proposal.

- C. **Pre-proposal Conference**. In order to assure fairness in the RFP process and to limit the burden on the County representatives in communicating addenda or other communications regarding the process, a Pre-proposal Conference will be held at the County Building at 571 County Road A Green Lake, WI 54941 at _____ on _____. Attendance is not mandatory, but strongly encouraged. All questions and answers from this Conference will be made available to all agencies submitting an RFP.

D. Receipt of Proposals. Upon receipt by the County, all proposals will be marked with the date and time of receipt. All proposals received prior to the deadline shall be kept unopened in a secure location. Opening of the proposals will occur on _____, 2021 at _____. Late proposals will not be returned to the Bidder and will remain unopened and/or destroyed. All proposals shall remain firm for at least 180 days from the date specified for opening the proposals.

E. Evaluation of Proposals. The County may conduct investigations of Bidder submissions and claims, as it deems necessary. Each proposal will be reviewed to determine if the Bidder can meet the County's requirements as set forth in this RFP. The Bidder must demonstrate that each requirement is met. The County may request further clarification or written information from individual Bidders in the event of incomplete or missing information. Bidders shall respond in writing to any requests for clarification. The County reserves the right to continue with the evaluation of the proposals and may select the proposal that most closely meets the requirements specified in this RFP.

Bidders may be expected to give presentations and answer questions on their proposals to County officials, staff, or representatives on a date to be set if needed. Presentations will be limited to a maximum of one (1) hour, although the proposal itself should include all elements required and should be able to stand alone without representation. Verbal testimony will not supersede required written requirements of the RFP. Evaluation of proposals will be based on the qualifications and experience of the Bidder; the ability of the Bidder to meet the County's scope of work; references; and cost.

F. License Requirement. It is not a requirement to possess any necessary licenses at the time of proposal submittal. However, the successful Bidder would be required to possess any required licenses at least 90 days prior to the contract start date.

G. Awarding Authority. Any award of a contract must be approved by the Green Lake County Board. The County reserves the right to investigate, request clarification of, and verify any and all proposals, to waive any and all irregularities, and/or to reject any and all proposals as deemed by the County as necessary and/or in the best interests of the County.

H. Rejection of Disqualification of Proposals. The County reserves the right, at its sole discretion, to reject any and all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or inaccuracy of any information supplied within a proposal. The County shall notify the Bidder of a rejected proposal. Furnishing of false or misleading information during the proposal process may result in the County rejecting the Bidder's submission. The County reserves the right to waive any RFP requirement(s) it deems in the best interest of the County, so long as that requirement is waived for all proposals. The County reserves the right to waive minor irregularities in proposals received.

I. Proposal Withdrawal. A Bidder may withdraw its proposal by submitting a written request for withdrawal, with such request having the signature of an authorized company representative, to the County Administrator, at any time prior to the submission deadline. The firm may thereafter submit a new proposal prior to the

deadline. Modifications offered after the deadline will not be considered.

J. **Ambiguity, Conflict, or Errors in the RFP.** Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely with the Bidder. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the County Administrator of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum and posted on the County website. If a Bidder fails to notify the County Administrator prior to the date and time fixed for submission of offers of an error or ambiguity in the RFP known to her/him, or an error or ambiguity that reasonably should have been known to her/him, then she/he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

K. **Disclosure of Proposal Content.** All submitted proposals become the property of the County and shall be subject to any applicable open records statutes and record retention laws. The content of all RFPs submitted shall remain in effect for a minimum period of 180 days. Proposals, once received and date stamped, become public documents and can be utilized as the County sees fit.

Information requested in the RFP deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." Pricing information is not considered confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law.

Responding firms are advised that responses are subject to the Wisconsin Open Records Law (Wis. Stat. §§ 19.31-19.39). All proposal information shall be held in confidence as permitted by law until a contract is formally executed and/or the RFP is cancelled. Upon award, the proposals and associated materials shall be open for review by the public in accordance with Wisconsin Open Records Law. By submitting a proposal, the proposing firm acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection. The County will attempt to uphold the confidentiality of vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated by the firm prior to submission of the proposal as specified above.

L. **On-Site Facility Inspections Prior to Award.** After opening of proposals and prior to award, the County reserves the right to make a pre-award site visit of any or all of Bidder's facilities to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for inspection of such facilities with two (2) full business days advance notice. Failure to allow such an inspection shall be cause for rejection of proposals as non-responsive. The County reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

- M. **Implied Requirements.** Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in enough detail to secure comparable proposals.
- N. **Proposal of Additional Services.** If a Bidder offers services in addition to those required by and described in this RFP, these additional services must be clearly identified as “Additional.” The County may add additional items to the final contract at the sole discretion of the County.
- O. **Indemnification.** The Bidder agrees that pursuant to any proposed agreement based on this RFP, the awarded Bidder will protect, defend, indemnify, and save whole and harmless County officials, officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, loss and expenses, including attorney’s fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the contractor or any agent, servant, employee or sub-contractor of the contractor in the execution or performance of this agent, servant, employee or sub-contractor of the contractor in the execution or performance of a contract. Bidder further agrees to protect, indemnify and hold the County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments, or expense, including attorney’s fees arising out the breach of any of the requirements and provisions of this contract of any failure of contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
- P. **Collusion.** Bidder may be required to provide an affidavit affirming that it has not conspired with other potential suppliers in any manner to attempt to control competitive pricing or otherwise influence the outcome of the selection process. This paragraph does not, however, preclude two or more suppliers for certain parts of this requirement from presenting a combined or joint proposal for the purpose of providing a complete proposal.
- Q. **Monetary Restitution.** In the event that any future contract is prematurely terminated due to non- performance and/or withdrawal by the Contractor, the County reserves the right to seek monetary restitution (to include, but not be limited to, withholding of monies owed) from the Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Contractor’s rate and new company’s rate) beginning the date of Contractor’s termination through the contract expiration date. In the event a civil suit is filed to enforce this provision, the County will seek attorney’s fees and cost of suit from the Contractor.
- R. **Liquidated Damages.** Any contract that results from this RFP will contain provisions for liquidated damages to reimburse the County for the cost of operating the system and securing a new provider. The liquidated damages will include a total cash payment, through an irrevocable letter of credit with a bank approved by the County.

Additionally, it will include full access and use of all vehicles, equipment, supplies, facilities and any other resources deemed necessary by the County for a period of no less than sixty (60) days without reimbursement to the terminated contractor.

S. Gratuities, Kickbacks or Conflict of Interest

Gratuities: It shall be unethical for any person to offer, give, or agree to give any County employee, official, officer agent or former employee, or for any County employee, official, officer, agent or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment or contract in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement, or to any solicitation or proposal therefore.

Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment or contract to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Conflict of Interest: No official, agent or employee of the Contractor shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County, of any land, materials, supplies or services, except on behalf of the County, as an official or employee, except as otherwise permitted by law. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County, shall render any contract involved voidable by the County. It is the responsibility of the Bidder during all phases of the contract process to notify the County in writing of any potential conflict of interest.

T. Any Agreement Subject to Availability of Funds. Any agreement resulting from this RFP will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract shall be subject to immediate modifications, reduction or termination on the expiration date, or the date in which the funds have been eliminated.

U. Governing Law and Venue. The laws of the State of Wisconsin shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in Green Lake County, Wisconsin. In any legal action arising from this Agreement, the laws of Wisconsin shall apply, and exclusive venue shall lie in Green Lake County, Wisconsin.

V. Litigation. In the best interest of the County, any Bidder who is currently involved, either directly or indirectly, with any litigation against or involving the County, may be disqualified and/or not considered for an award.

W. Rights of Data. The County shall have the right to the use of data and reports

resulting from this RFP without additional cost or other restriction except as may be established by law or applicable regulation.

- X. **Addition/Deletion of Services**. The County reserves the right to add and/or delete services to this RFP. Financial impacts for such service additions or deletions will be negotiated between the Bidder/Contractor and the County. All amendments to a contract based on this RFP must be in writing and signed by all parties.
- Y. **Proper License Requirement**. The Contractor shall procure all required permits and licenses and pay all charges and fees necessary and incident to lawful conduct of the business. The Contractor shall keep fully informed of existing and future Federal, State and Local laws, ordinances and regulations which in any manner effect the fulfillment of this proposed contract and shall comply with same.
- Z. **Bidder Responsibility for Expenses**. The Bidder shall be responsible for payment of expenses associated with any response to this RFP and any future contract, including but not limited to: wages, salaries, materials, supplies, transportation, communications, licensing and inspection, fees, taxes, insurance, bonds, etc.

SECTION V

Proposal Requirements

A. **REQUIRED INFORMATION TO PROVIDE IN PROPOSAL:**

1. **Organizational structure**. This includes information about the type of organization (i.e., non- profit, subsidiary, etc.) and identifies any healthcare system affiliation, if applicable.
2. **Management team profile**. This will include information about who will oversee the EMS organization's operation(s) and who that person will report to.
3. **Proposed Service Zone Area**. Bidders shall clearly state and define the zones that they are proposing to provide services for, with all of the appropriate requirements as stated in the RFP for each zone. Bidders may propose to provide service to as many zones as they feel qualified to manage. If proposing to cover more than one zone the Bidder must clearly state what zone(s) their proposal includes. Only one proposal is required in this instance. **NOTE: If the proposal states multiple zones of coverage, the proposed dollar amount will be considered the value for all zones and is non-negotiable. Bidders need to CLEARLY identify the zone(s) that they are providing a proposal for. See Section VI (12) for zone information.**
4. **Proposed Staffing**. Information about the total number and types of staff within the EMS organization. Include any information about different supervisory levels, chain-of-command and how ambulances are typically staffed (i.e., EMT, EMT/AEMT, EMT/Paramedic, Paramedic/Paramedic, etc.)
5. **Medical Direction**. Describe the role of your Medical Director(s), whether they are directly employed by your organization as an employee or are they contracted to

provide Medical Direction to your service. Describe how they are involved in continuous quality improvement initiatives and protocol development.

6. **Dispatching.** Please define if the Bidder will provide dispatching services, or by a third-party, or if the Bidder will require dispatching by Green Lake County directly. If an emergency medical dispatching program is used, provide that information as well.
7. **Operations.** Description of all areas that the Bidder provides service currently or previously serviced, within the most recent five years. Any areas that are similar to the County should be noted as such. Provide overview information of these operations.
8. **Quality of Patient Care.** Describe your quality assurance / quality improvement programs with information about how these are administered and by whom. Provide details about patient care related metrics, benchmarks and performance. Provide results of quality improvement plans that are currently in place in the BIDDERS operation.
9. **Rate Structure.** Describe patient rate structure and administration of all billing programs with specific charges for each procedure, task, mileage, etc. Describe the rate setting policy and review process. If billing is conducted in-house describe the number of billers to be assigned to the County and their general qualifications and training. If billing is through a third party, state the biller's qualifications and experience with government EMS agencies. Provide detailed information about financial hardship programs, if utilized. The County reserves the right to accept or reject the Bidder's current billing agency.
10. **Community Involvement.** Describe community activities that your organization is actively involved with and/or that you would envision being a part of in Green Lake County.
11. **Hospital Relationships.** Provide information about your relationships and proposed integration with the area hospitals, especially Theda Care Medical Center, as well as other hospitals in the surrounding region.
12. **References.** The Bidder must provide references of other government agencies in which similar services are being provided. References must have utilized the Bidder's services for three or more years. Provide Agency name, contact name, contact phone number and email, and number of years in which EMS services have been provided.
13. **Transition.** The Bidder must provide a timeline and plan for transition of services from current provider, if applicable.
14. **Financial History.** The Bidder must provide the last three years of actual revenue and expenditures of the organization showing the net gain or loss.

*NOTE: The response should include a proposed timeline that allows contractual service to begin on **January 1, 2022** and should include any pertinent information and details for which the County should consider and/or plan.*

SECTION VI

Bidder Qualifications & Requirements

- A. **MINIMUM SERVICE REQUIREMENTS.** It is the expectation of the County that the successful Bidder would contractually agree to the minimum requirements as described below. As part of the RFP submittal, the Bidder must affirm their commitment to meeting (or exceeding) the following minimum requirements:
1. **Licensing.** The Contractor must be a Wisconsin-licensed EMS provider able to provide EMT through AEMT and/or Paramedic level advanced life support ambulance transport services for 9-1-1 incidents. As such, the Bidder will adhere to all applicable Federal and State regulations. In response to the RFP the Bidder must include copies of related licenses or provide details about their plan and process to obtain such.
 2. **Experience.** The Contractor should preferably be in the business of providing EMS ALS1 & ALS2 services to government agencies for a minimum of five years.
 3. **Dispatching Services.** The Contractor must be financially and functionally responsible for dispatching service whether it is provided by its own organization, a third-party provider, or by County dispatch centers. The Contractor must be able to work with the associated County's dispatch center to ensure that calls-for-service are either dispatched directly to the Bidder's ambulances or transferred to the Bidder's dispatch center.
 4. **Staffing.** The Contractor must be able to provide enough staffing and resources to ensure pre-scheduled availability to respond to 9-1-1 emergency incidents within the County 24/7/365. Barring any disaster or catastrophic incident, a paramedic-staffed ambulance must be available in or near* the County to be ready to respond to the next call-for service. **The Bidder should provide details about staffing and deployment for service to the County. "Near"* means within 10 minutes of any County limit.**
 5. **Advanced Life Support.** The Contractor must be able to always staff 9-1-1 response ambulances with at least one AEMT or Paramedic. (preferred)
 6. **Concurrent Incidents.** The Contractor must be able to respond to at least two concurrent EMS incidents, with two different ambulances, within the contracted service area at the same time and or have coverage service agreements/mutual aid in place with neighboring services.
 7. **Reports.** The Contractor must provide performance reports and related metric information to the County on a recurring schedule, to be agreed upon by the Bidder and the County. **The Bidder should provide at least sample reports that are commonly requested by other contracted agencies.**
 8. **Policies and Protocols.** The Contractor must ensure that appropriate policies and protocols are in place and on file with State EMS Office and will remain in place for the duration of a contract to: 1) provide clinically appropriate care as required by Wisconsin Department of Health standards, 2) ensure equal access to emergency treatment and transport for all community members regardless of their ability to pay,

and 3) ensure transport to the closest appropriate medical facility, as determined by Physician or protocol, regardless of healthcare system affiliation.

9. **Interfacility Transfers.** The Contractor must be able to ensure and affirm that interfacility transfers will not interfere with their ability to meet the obligation to the County for 9-1-1 EMS services as outlined in (6) above.
10. **Paramedic Intercepts.** Requests for paramedic intercepts **MUST** be made first to the agency(s) capable of that type of service that is part of EMS service delivery model for Green Lake County. Specific intercept agreements with appropriate agencies must be submitted to the County prior to execution of a contract.
11. **Additional Resources.** The Contractor will have access to additional resources to handle multiple incidents or the need for multiple ambulances at any one incident at the same time. Green Lake County will participate in County-wide Mutual Aid Agreements. **The Bidder should provide information about mutual aid agreements, service area coverage agreements, or the Bidder's ability to bring other resources to the Green Lake County service area.**
12. **Response Zones.** For the purpose of this RFP the response zone should be considered as the entire County. Based on the outcome of choosing a successful Bidder the County may choose to partition off sections of the County that will use historical coverage areas/zones. *See Attachment A for map of zones.*

ZONE 1. This zone will be referred to as the current Southern Green Lake County Ambulance response zone.
ZONE 2. This zone will be referred to as the zone that is currently covered by Berlin EMS as the Green Lake response zone.
ZONE 3. This zone will be referred to as the zone that is currently covered by Berlin EMS as the Princeton EMS response zone.
ZONE 4. This zone will be referred to as the Berlin EMS response zone.
13. **Response Times.** The Contractor must meet or exceed contractual response time requirements. Contractual response time requirements begin at the point that the Contractors dispatch center receives the call-for-service until the point that a fully staffed ambulance arrives on the scene.
 - The Bidder should provide proposed 90th percentile response time requirements for consideration by the County. The Bidder may differentiate different response time requirements for different geographical portions of the service area, and for different types of calls based upon priority dispatching with approval by the County.
 - The expectation that the Bidder will meet national norms for response time as a result of this award, which are generally expected to be 8 to 10 minutes for suburban and 15 to 16 minutes for rural responses.
 - The Bidder should provide details about daily staffing and deployment in terms of meeting this requirement.
14. **Special Event Standby Ambulances.** The Contractor must provide a standby ambulance and/or other related standby resources to official County special events or Chamber of Commerce, School events as needed, as part of this contract.

15. **Staff Retention.** It is encouraged that the Contractor would offer comparable employment to existing EMTs and Paramedics that are employed, so long as these individuals meet minimum driving and background eligibility criteria of the Bidder.
16. **Contract Term.** The Contractor must be willing to commit to an initial contract term that is at least three years.
17. **Billing and Collections.** The Contractor will be solely responsible for patient billing and collection services.
18. **Patient Rates.** The Contractor must be willing to submit the patient rate structure to the County on an annual basis for their review and approval, and to notify the County at least sixty days prior to any proposed rate increase. The County has the right to reject rate structures that are not in the best interest of the citizens of the County.
19. **Budgeting.** The operational and Capital budgets of proposing agency's must be submitted on an annual basis to the County for approval. The County wants to be a partner in the cost of providing EMS services to the County, however this can only be achieved if the County is able to have cost constraints in place. The County is willing to consider cost sharing opportunities, leveraging of buying power to obtain the most favorable costs for supplies and equipment. The County will reserve the right to veto excessive Capital purchases. (ie. Ambulances, Cardiac Monitors, Stretchers and loading systems) Further, other capital purchases of \$10,000 to \$50,000 must be submitted to the County by September 1st of every year.
20. **Medical Director.** The Contractor will be solely functionally, and financially, responsible for providing a Medical Director as required by Wisconsin statute.
21. **Nondiscrimination.** The Contractor must make EMS services available to members of the community without regard to race, color, creed, religion, national origin, and without regard to sex, age, disability, public assistance status, or sexual orientation, except as may be necessary as a bona fide requirement of a specific service. The Contractor must comply with employment practices whereby no applicant for employment or employee hired shall be discriminated against with respect to that person's hire, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment by reason of race, color, creed, religion, national origin, age, sex, disability, public assistance status, or sexual orientation, except as may be based upon bona fide occupational qualifications.
22. **Insurance.** The Contractor must furnish and maintain during the contract such public liability and property damage insurance as shall protect Contractor and any subcontractors performing work covered by this contract from claims for damages by Workers Compensation Statute, and from claims from property damages or personal injury which may arise from operations under this contract, whether such operations are by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows: Umbrella policies may be used to supplement coverage totals.
 - i. Workers Compensation – as provided in the applicable law.

- ii. Employer's Liability – as provided in the applicable law.
- iii. Comprehensive Public Liability - Personal Injury - \$5,000,000.00
- iv. Comprehensive Public Liability - Property Damage - \$5,000,000.00
- v. Comprehensive Automobile Insurance - Personal Injury - \$5,000,000.00
- vi. Comprehensive Automobile Insurance – Property Damage - \$5,000,000.00

Additional insurance terms, including a provision whereby the Bidder will add the County as an additional insured, are available to Bidder's upon request. The Bidder shall be required to submit, prior to contract award, proof of insurance.

- 23. **Indemnification**. The Bidder must agree to indemnify and hold harmless Green Lake County, its officers, affiliates and employees from any and all claims, suits, losses damages or expenses on account of injuries or death of any or all persons, or property damages, sustained and caused by an act, omission, neglect or misconduct of said Bidder.
- 24. **Preferences**. The Bidder should indicate in their proposal if they would be interested, willing, and able to provide EMS services to those other municipalities currently receiving EMS services within the response zone.
- 25. **Payment of services**. The County will provide 4 equal payments to the successful Bidder beginning with the first payment of each year on January 2nd.

SECTION VII

Proposal Pricing Options and Submission Instructions

- A. **PRICING OPTIONS**: The County is seeking proposals that include all pricing options. Bidders shall provide their proposal showing total annual or monthly pricing and any exceptions for an option(s). If proposing to cover more than one zone, the Bidder must clearly state what zones their proposal includes. Only one proposal is required when bidding multiple zones. NOTE: If the proposal states multiple zones of coverage, the proposed dollar amount will be considered the value for all zones and is non-negotiable. The County will not make whole any losses as result of the award to the successful agency(s) of this RFP.

Requested Quote: Provide pricing under this option as equipment, vehicles, buildings, and maintenance/replacement thereof is 100% the responsibility of the Bidder.

- a. **OPTION 1** – EMS services per this RFP using Bidder's vehicles and equipment.

In this option, the Contractor will supply their own vehicles (ambulances), buildings (locations) and capital equipment to run a turnkey operation for the County. Arrangements for building leases must be in place prior to a contract being signed between the successful Bidder and the County.

- b. **OPTION 2** – If the Bidder would like the County to consider other options, they must be presented with this original RFP response at this time.

B. SEALED BID INSTRUCTIONS: Bidders must include one original proposal containing original signatures, five (5) additional copies of the entire proposal, and one electronic copy (flash drive) of the full proposal. All proposals must be submitted in a sealed package and be clearly marked as an “EMS Services” solicitation. The proposal must be received by the County no later than 4:00 pm on [REDACTED]. All proposals must be submitted to the RFP Coordinator.

C. DEADLINES. Proposals must be submitted no later than the specified deadline time and date. Bidders must respond to the written RFP and exhibits, attachments, or amendments in writing. A Bidder’s failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified and returned to the Bidder upon request. The County will not be held responsible for unmarked proposals or proposals delivered to the wrong location. Bidders mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals by the County. Proposals may not be delivered orally, by facsimile transmission, or email, or any other telecommunication means. All proposals must be delivered in sealed packages or containers. Important events and dates for a Bidder’s consideration:

- Request for Proposals issued: [REDACTED].
- Pre-Proposal Conference: [REDACTED].
- Proposals due: [REDACTED] by 4:00 pm.
- Potential proposal presentations with Q&A for finalist(s): [REDACTED].
- Finalist introduction and presentation to Green Lake County Board: [REDACTED].
- Award of Contract by the Green Lake County Board: Tentative – Prior to [REDACTED] or on [REDACTED] Contractor begins EMS service to the Green Lake County: **January 1, 2022.**

D. RESPONSE FORMAT. Proposals must:

- Be typewritten either using a 12-point Times New Roman or Arial font.
- Include page numbers and have major sections tabbed. Each should have a table of contents that outlines the proposal content and should be sequenced and numbered consistent with the requirements of this RFP. Any information that does not fit logically into one of the labeled sections should be included in an appended section.
- RFP materials provided must be in the following order:
 1. Introductory letter signed by an authorized person with authority to bind the Contractor in any contract with the County.
 2. Table of Contents.
 3. Summary of why the Bidder would be the best option for Green Lake County.
 4. Responses to the Required Information in Section V, VI, & Pricing Option in Section VII.

- Submit RFP to :

Cathy Schmit, County Administrator Green Lake County
571 County Rd. A
Green Lake, WI 54941

Phone: 920-294-4147 E-mail: cschmit@co.green-lake.wi.us