



# ***GREEN LAKE COUNTY***

*571 County Road A, Green Lake, WI 54941*

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**Original Post Date: 10/22/2021**

**Amended\* Post Date:**

**The following documents are included in the packet for the  
Judicial Law Committee on October 27, 2021:**

- 1) Agenda
- 2) Green Lake County RFP



# JUDICIAL/LAW ENFORCEMENT AND EMERGENCY MANAGEMENT COMMITTEE

## Special Judicial/Law Enforcement and Emergency Management Committee

### Meeting Notice

**Date: October 27, 2021 Time: 2:30 PM**  
**Green Lake County Government Center,**  
**County Board Room, 571 County Rd A, Green Lake WI**

### AGENDA

#### Committee Members

*Joe Gonyo, Chair*  
*Sue Wendt*  
*Gene Thom*  
*Don Lenz*  
*Ken Bates*

*Sara Radloff, Secretary*

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.

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. Review the RFP for the Ambulance (EMS) Providers
5. Future Meeting Dates:
  - Regular Meeting November 10, 2021, at 10:30AM
6. Future Agenda items for action & discussion:
7. 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 required) or audio/visual communication. Remote access can be obtained through the following link:

Topic: Special Judicial Law Meeting  
Time: Oct 27, 2021 02:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/82269925217?pwd=dVRvSnpVSDhIRWNZZ1NELzRvbjhXQT09>

Meeting ID: 822 6992 5217  
Passcode: 690073

Dial by your location

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

Kindly arrange to be present, if unable to do so or if there are any changes, please notify Samantha at 4005.

**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**

**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](mailto: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](mailto: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 90<sup>th</sup> 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 1<sup>st</sup> 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 2<sup>nd</sup>.

**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**