



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT

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www.sedgwickcounty.org/finance/purchasing.asp

Request for Proposal
EMS 2014 Monitor-Defibrillator Systems
#14-0071

August 4, 2014

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking proposals for qualified service provider(s) to replace existing monitor/defibrillator/pacer systems with a new solution that meets the needs of Sedgwick County Emergency Medical Service. It is anticipated that an official contract or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the services described herein.

Firms interested in submitting a response meeting all terms, conditions, and requirements, shall provide an original and three (3) copies of the attached *Proposal Response Form*, and requested supplemental information on or before **Tuesday, August 19, 2014 at 1:45 p.m. CDT**. Bids must be sealed in an envelope and marked with the firm's name and address, proposal number, proposal opening date, and proposal opening time. Late responses will not be accepted and will not receive award consideration. The time clock stamp in the Purchasing Department will determine the time of receipt.

Any questions regarding this document must be submitted in writing to Joe Thomas, Purchasing Director, at Joseph.Thomas@sedgwick.gov by 5:00 p.m. CDT, Friday, August 8, 2014. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp under Current RFP's/RFQ's; to the right of the RFP/RFQ number and description no later than Tuesday, August 12, 2014 by 5:00 p.m. CDT. **Vendors are responsible for checking the web site and acknowledging any addenda in their response.**

Receipt of vendor proposals will only be acknowledged at the bid opening (no details or pricing will be read into record). After the evaluation process proposed base pricing for goods/services may be disclosed at the Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal evaluation process. Because purchases and contractual agreements of this nature require the expenditure of public funds and the use of public facilities, proposers shall understand that portions (potentially all) of their proposal (including final contracts) will become public record after acceptance of a proposal by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to provide goods/services prior to award and will not be shared with any other persons not involved with the selection process.

Joe Thomas, C.P.M.
Purchasing Director

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is seeking a solution, as described on the cover page and in the following Background Information section, not a bid/quotation meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award recommendation.** As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

2. GENERAL & BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at nearly 503,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,900 persons, and hosts or provides a full range of municipal services, e.g. - public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The purpose of this Request for Proposal (RFP) is to select from competing proposals the optimum combination of price and functionality as outlined in the specifications section. The objective is to replace the existing monitor/defibrillator/pacer system with a new solution that meets the needs of Sedgwick County Emergency Medical Service (hereafter called "SCEMS"). Proposals shall be evaluated by an EMS Technology Committee (hereafter called "Committee") to ascertain which proposer best meets the needs of SCEMS. Evaluation considerations shall include but are not limited to the following:

- a. Hardware
- b. Software
- c. Data and fax transfer capability
- d. Product field upgradability
- e. Dependability and reliability
- f. Training
- g. Ease of use
- h. Interface capability with current AEDs
- i. Warranty and extended warranty
- j. Service after the sale
- k. Vendor support, experience, qualifications

- l. Connectivity with pen-based reporting software
- m. Discounts on accessory supplies and equipment
- n. Delivery date
- o. Price

3. SCOPE OF SERVICES

This RFP is being established to set prices and award a contract for the following deliverables in accordance with the technical specifications.

Pricing established in the RFP shall be available for all EMS transport and first response agencies residing in Sedgwick County. SCEMS desires to purchase a **minimum of thirty-four (34)** portable heart monitor/defibrillator/pacer devices.

Sedgwick County desires the vendor to include Automatic External Defibrillator (AED) units in the proposal and make it available to all public safety agencies and County departments in Sedgwick County. SCEMS desires to **purchase a minimum of one hundred (100)** AED units.

Portable 12-lead heart monitor/defibrillator/pacer system (hereafter called "Monitor").

All quoted equipment must be new.

Quoted devices should have the following features and capabilities, if available. If the feature or capability is not available on your device, please make note of that fact in your proposal and detail any feature that offers a similar function or may serve as a substitute for the requested feature. Also, if any of the requested features are not standard and/or add on an additional cost beyond the base price the monitor unit, please make note of that fact in your proposal and include a list that breaks out all additional costs by feature:

- a. 12-Lead EKG with interpretation
- b. Biphasic defibrillation capability for both pediatric and adult patients
- c. Non-Invasive Blood Pressure (NIBP) monitoring
- d. Pulse oximetry (SpO2)
- e. End-tidal carbon dioxide (EtCO2) monitoring
- f. CO monitoring
- g. Temperature monitoring
- h. AED mode operation (pediatric and adult)
- i. Metronome
- j. Printer
- k. Synchronized cardioversion
- l. Continuous ST-segment monitoring
- m. Pacing
- n. Alarm activations
- o. Event markers
- p. Event data storage to internal memory
- q. Event data retrieval, from internal memory and by printout, including all alarm activations
- r. Batteries as recommended by manufacturer and any related battery support and/or efficiency monitoring systems or programs
- s. Wireless EKG transmission
- t. Cardiac arrest annotation software

Proposals must include all manufacturer recommended accessories, e.g. training materials, carrying cases, sensors, cables, an initial supply of printer paper, etc.

Proposals must include the appropriate number of multi-battery charging stations as recommended by the manufacturer in order to support the quoted number of devices and/or to meet system operational requirements.

4. GENERAL REQUIREMENTS

Current year and FDA approved model, combination monitor / defibrillator / pacemaker / 12-lead / NIBP device.

Device shall meet all FDA, DOT, ANSI, AAMI, USDOD MIL-STD, and IEC standards. Written documentation of compliance with the above standards and any other standards described herein shall accompany the RFP package.

Proposer shall supply a reference list with the RFP package of ALL pre-hospital care providers sold to that have minimum of twenty (20) same model Monitors in use. They shall have had the Monitors in regular service for at least six (6) months prior to the date of the RFP.

Proposer shall provide training by qualified instructors at SCEMS's location(s) for all users of the system (See section on Training).

Proposer shall provide a solution that will allow local first responder's AED's to integrate with the system by using one type of multifunction electrodes or adaptor for both devices. The current system is comprised of a combination of Physio-Control LP 500, LP 1000, and LP CRP using FastPatch defibrillation electrodes.

Proposer shall provide a solution that will handle warranty easily for the end-user. Proposer shall explain in detail what the initial length of warranty is, and how service will be provided during and after the warranty period is over. Since SCEMS may wish to purchase extended warranty after the initial warranty is over, Proposers shall include how extended warranty is arranged and what the typical cost of extended warranty would be (See section on Warranty).

Proposer shall provide a solution that can be field upgraded with new software, firmware, and technology either current or planned. Proposer shall outline cost of upgrades and how upgrades are accomplished. Planned technology upgrades include but are not limited to capnography, carbon monoxide (CO) monitoring temperature monitoring, and pulse oximetry.

5. MINIMUM SPECIFICATIONS

5.1 Physical Specifications

- a. Complete Monitor shall not exceed twenty-two (22) pounds with two (2) batteries.
- b. Complete Monitor, including case with side pouches, shall not exceed 14 inches high x 25 inches wide x 11 inches deep.
- c. Carry case shall be constructed to withstand the harsh operating conditions associated with pre-hospital use.
- d. Carry case shall be equipped with a heavy-duty shoulder strap capable of carrying the entire weight of the monitor and associated accessories, plus twenty-five (25) pounds.
- e. Carry case shall have sufficient accessory storage with Velcro or nylon zipper closures to hold one (1) ECG 4-lead cable, one (1) ECG 10-lead cable, two (2) sets adult multifunction electrodes, one (1) set pediatric multifunction electrodes, one (1) spare battery, five (5) packages 4-pack ECG electrodes, two (2) packages 10-pack ECG electrodes, one (1) each large adult, standard adult, child, pediatric, infant, and neonatal NIBP cuff.
- f. Additional storage areas shall be available for upgrades, such as capnography and pulse oximetry, CO monitoring, temperature monitoring and NIBP.

- g. Monitor shall perform a self-test on power up testing all operating parameters.

5.2 ECG Display

- a. Monitor shall have a minimum of an 8" diagonal display that has the ability to be seen in bright sunlight.
- b. Monitor shall have capability to adjust contrast to view in different lighting conditions. (Sunlight/night mode)
- c. Monitor shall have the capability of displaying a minimum of three (3) channels (or monitoring parameters such as ECG, NIBP, and pulse ox, capnography) simultaneously.
- d. Display shall have a minimum of features equal but not limited to: heart rate, alarm on/off, pacer function, code/event markers, alarm selection and limits, joule settings, delivered energy, ECG size, synchronized cardioversion, self-test function, patient "R" wave, digital capnography, capnometry and digital pulse oximetry readings (if added).
- e. Monitor shall have a display capable of providing a minimum viewing time of 4 seconds of ECG.

5.3 ECG Monitoring

- a. Monitor shall monitor patient ECG 4-wire cables for 6-lead monitoring, and 10-wire cable for 12-lead monitoring. For 12-lead monitoring, the Monitor shall use a 2-piece 4-lead cable that incorporates a 6-wire V-lead cable bundle.
- b. Monitor shall allow the operator to adjust the ECG size using the following settings: 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV, selectable from the front control panel; the 12-lead size shall be fixed at 1 cm/mV.
- c. Monitor shall digitally display patient heart rates minimum from 20 to 300 bpm.
- d. Heart rate range alarms minimums shall be: 60-280 for tachycardia and 20-60 for bradycardia.
- e. Heart rate alarm on/off shall be displayed on the monitor.
- f. Heart rate alarms shall be "smart" alarms with beeper or voice prompts indicating shockable rhythm.
- g. Heart rate alarm shall provide a strip chart recording of the episode producing the alarm.
- h. Monitor shall contain a 1-volt ECG out: 1.0 volt/cm of deflection on strip chart recorder with < 25 ms delay from patient ECG input.
- i. Monitor shall display a standard marker of pacer spike on ECG trace.
- j. Monitor shall have a single lead selector button located on the front panel, allowing user to change leads by pushing a single button.
- k. Monitor shall display selected lead on screen at all times.
- l. Leads shall be fully defibrillator protected.
- m. With 4-lead cables connected, Leads I, II, III, AVR, AVL, AVF can be monitored with simultaneous acquisition.
- n. With 10-lead cables connected, Leads I, II, III, AVR, AVL, AVF, V1, V2, V3, V4, V5, V6 can be monitored with simultaneous acquisition.
- o. Monitor shall flash a heart symbol or equal for each patient QRS detected.
- p. Monitor shall provide a continuous 1V/mV x 1.0 gain analog ECG output.
- q. Monitoring 4 Lead cables shall be field replaceable and each Monitor shall be shipped with a minimum of four (4) cables, one (1) cable attached to Monitor and three (3) cables shipped loose.

5.4 Defibrillator

- a. Describe the biphasic energy delivery and pacing specifications for the device.
- b. Provide data on successfully terminating V-fib / V-tach on initial defibrillation.
- c. The Monitor shall be able to charge to the highest energy setting not to exceed 7 seconds with a fully charged battery.
- d. The Monitor shall during defibrillation, have alarms that automatically pause.

- e. The Monitor during defibrillation, must clearly delineate monitoring data from defibrillation data. The following should be easily identifiable: incident timer, shock counter, energy selected and ECG.
- f. The Monitor shall have AED mode available as an option on the device.
- g. Monitor shall allow provider the ability to adjust energy selection controls on front panel.
- h. Monitor shall display energy selected and delivered on its display, strip chart recorder and code summary.
- i. Monitor shall have synchronized cardioversion capable with “SYNC” message displayed on monitor.
- j. Monitor shall have charge controls on the front panel of Monitor.
- k. Monitor shall be capable of using multifunction electrodes that are capable of ECG monitoring, pacing, defibrillation, synchronized cardioversion, and AED operation.
- l. Multifunction (Therapy) cables shall be field replaceable and each Monitor shall be shipped with a minimum of four (4) cables, one (1) cable attached to Monitor and three (3) cables shipped loose.
- m. Monitor shall contain a built in defibrillator tester that tests energy output and continuity of multifunction/therapy universal cables, and documented on strip chart recorder.

5.5 External Pacemaker

- a. Monitor shall utilize 40 ms pace pulse width.
- b. Monitor shall have a 4:1 pause feature that allows viewing of underlying or intrinsic patient rhythm without turning off the pacer.
- c. Monitor shall allow the user to configure the default pacer rate and current value settings.
- d. Monitor shall display the pacing rate and milliamps on screen.
- e. Monitor shall be able to pace through multifunction electrodes.
- f. Monitor shall have a minimum amplitude variable of 0-200 mA.
- g. Monitor shall have a minimum rate variable of 40-170 ppm (pulse per minute).
- h. Monitor shall operate in demand and non-demand modes.
- i. Describe energy delivery and pacing specifications for the device.

5.6 12-Lead ECG Diagnostic Monitoring

- a. The Monitor shall have the 12-Lead views in a minimum of 3 leads on the display at once real time.
- b. The Monitor shall have the 12-Lead algorithms conform to the 2010 AHA/ACC/HRS statement recommendations for the standardization and interpretation of the ECG. (Describe 12-Lead diagnostic algorithms)
- c. The Monitor shall have the 12-Lead algorithms conform to the guidelines for ST Segment Elevated Myocardial Infarction (STEMI) management.
- d. The Monitor shall have the 12-Lead algorithm have gender and age specific criteria for STEMI.
- e. The Monitor shall have the 12-Lead ECG allow the user to be able to enter age and gender.
- f. The Monitor shall have the 12-Lead ECG support the ability to enter a location or department number.
- g. The Monitor shall have the 12-Lead ECG support the ability to enter a unique device identification number.
- h. The Monitor shall have the 12-Lead ECG report which must allow the following information to be configurable:
 - 1. Waveforms
 - 2. Event/Patient ID
 - 3. Date
 - 4. Time
 - 5. HR
 - 6. Internal and axis measurements
 - 7. Interpretive statements and reasons

- i. The Monitor shall have the 12-Lead option to provide the ability to print reports upon completion.
- j. The Monitor shall have the 12-Lead ECG report format to be configurable as follows:
 - 1. 3x4
 - 2. 3x4 1R
 - 3. 3x4 3R
- k. The Monitor shall have the 12-Lead ECG report format to be configurable to show the following:
 - 1. No analysis
 - 2. Measurements only
 - 3. Measurements and interpretation
- l. The Monitor shall have the 12-Lead allow for the transmission of 12-Lead ECG via technology through the internet.
- m. The Monitor shall allow for initializing 12-Lead transmission via wireless technology.
- n. The Monitor shall allow for transmitting data wirelessly.
- o. The Monitor shall have ECG filters with bandwidths of 0.05-150 Hz that can be selected for the 12-Lead ECG display and 12-Lead Report.
- p. The Monitor shall allow the 12-Lead ECG report to be copied from internal memory onto an external storage device (please describe).
- q. The Monitor shall allow for event summaries to be individually selected and printed or transmitted.

5.7 ECG Tracing Recorder

- a. Strip chart recorder shall be able to print the following annotations: time, date, defibrillation energy, heart rate, pacer output, QRS sync marker, ECG size, lead, alarm, defibrillation test OK/fail, event/code marker and diagnostic bandwidth.
- b. Monitor shall have user configurable manual or automatic printout modes. Automatic printout function shall provide a minimum 6-second recording initiated by alarm activation or defibrillator discharge as configured by the user.

5.8 Alarms

- a. Monitor shall incorporate a “Quick Set” feature that activates default values for parameter and patient alarms.
- b. Monitor shall incorporate a VF/VT alarm that activates continuous patient surveillance of potentially shockable ECG rhythms during manual mode operation.

5.9 Data Transmission

- a. Monitor shall have the ability to send patient vitals, 12-Lead ECGs, event markers and waveform data from the unit to the receiving hospital ahead of patient arrival:
 - 1. Describe the means of transmission.
 - 2. Include any needed hardware or software on the sending and receiving ends.
 - 3. Disclose if there will be any additional cost for the hospital components of this transmission system.
- b. Monitor shall have the ability to send patient vitals, 12-Lead ECGs, event markers and waveform data from the device to the ePCR and data management / quality improvement locations.
 - 1. Describe the means of transmission.
 - 2. Include any needed hardware or software on the sending and receiving ends.
 - 3. Disclose if there will be any additional cost for the hospital components of this transmission system.
- c. Monitor shall be capable of transmitting a 12-lead report of a currently monitored patient or from a previously stored patient record.
- d. Monitor shall be capable of configuring up to data transmission sites (provide maximum number of pre-programmed sites available on monitor).
- e. Monitor shall have the ability to send the event summary wirelessly to the ePCR program.

- f. The Monitor shall have event summary data recorded using non-proprietary open architecture format to allow for data integration with EMS patient care record software. (Reference Current Technological Compatibility 5.18).
- g. The Monitor manufacturer shall supply necessary software developer kit to integrate data with EMS patient care reporting applications.

5.10 Data Management / Quality Improvement Software

- a. The Monitor shall have the ability to send all electronic event content wirelessly to data management software for quality improvement review.
- b. The Monitor shall automatically create an event summary for each patient case with a unique event identification number that is date/time stamped.
- c. The Monitor shall store a minimum 5 hours of continuous ECG waveforms and 12-Lead ECG reports in the internal memory, which may be moved wirelessly for export to data management software.
- d. Describe the Quality Assurance component included with the Monitor.
 - 1. Include any real-time feedback component and retrospective review component.
 - 2. Describe the software / hardware required to use the live and retrospective review components. Disclose if the components are standard or optional and associated cost.
- e. The Monitor shall have a feature to monitor cardiac compression performance and provide visual and audible real-time feedback to the user.
- f. The Monitor Data Management / Quality Improvement software shall have the ability to view ECG, CO₂, compression and ventilation waveforms all at the same time.
- g. The Monitor Data Management / Quality Improvement software shall have the ability to combine data from first responder AED's and transport ALS monitors.
- h. The Monitor and AED software upgrades and licensing shall be provided at no additional cost.
- i. The Monitor Data Management / Quality Improvement software upgrades and licensing shall be provided at no additional cost.

5.11 EtCO₂ Specifications

- a. The Monitor shall have the EtCO₂ display a waveform and CO₂ measurement.
- b. The Monitor shall be capable of storing the EtCO₂ waveform and CO₂ measurement in memory.
- c. The Monitor shall have the EtCO₂ alarms include a user configurable high and low alarm limit for adults and pediatrics.
- d. The Monitor shall have the EtCO₂ equipped with an Apnea alarm.
- e. The Monitor EtCO₂ length of time to trigger an Apnea alarm must be configurable in seconds for adults and pediatrics.
- f. The Monitor shall have the EtCO₂ warm-up time must be less than 30 seconds to give an accurate EtCO₂ reading.

5.12 Noninvasive Blood Pressure (NIBP)

- a. Monitor shall be capable of displaying blood pressure values in mmHg.
- b. Monitor shall measure Systolic Pressure in range: minimum 30 to 245 mmHg.
- c. Monitor shall measure Diastolic Pressure in range: minimum 12 to 210 mmHg.
- d. Monitor shall measure Mean Arterial Pressure in range: minimum 20 to 225 mmHg.
- e. Monitor shall measure BP with accuracy: maximum mean error of +/- 5 mmHg with standard deviation no greater than +/- 8 mmHg in a moving ambulance on smooth road surfaces at any speed, typical.
- f. Monitor shall perform BP measurement in 40 seconds, typical.
- g. Monitor shall measure pulse rate in range: minimum 30 to 200 ppm.
- h. Monitor shall measure pulse rate with accuracy +/- 2% or +/- 2 ppm whichever is greater.
- i. Monitor shall offer users a choice of initial cuff inflation pressures.

- j. Monitor shall be capable of performing automatic recurring measurements at the following set intervals: 2, 3, 5, 10, 15, 30, and 60 minutes.
- k. Monitor shall allow automatic cuff deflation in case of excessive pressure (greater than 300 mmHg) or in case measurement time exceeds 120 seconds.
- l. Proposer shall provide one (1) each of reusable and ten (10) each of disposable cuffs in the following sizes: large adult, standard adult, child, pediatric, infant, and neonatal.

5.13 Battery/Charging Systems

- a. Describe the battery charging and management system (internal or external)
- b. The Monitor battery shall incorporate a battery gauge
- c. The Monitor shall include on screen battery status indicators.
- d. The Monitor shall include an AC Power indicator.
- e. The Monitor shall have each new, fully charged battery support at least 5 hours of monitoring with ECG, SpO2, and EtCO2 monitored continuously and NIBP
- f. Monitor shall be able to use lithium ion battery systems.
- g. Monitor shall operate from one (1) battery at a time. It shall have a total of two (2) batteries contained with it.
- h. A/C Battery support system shall incorporate a 2 or 3-well simultaneous charger using “smart” technology by automatically detecting battery capacity, discharging the battery completely then recharging the battery to full capacity.

5.14 Training

- a. Proposer should outline in detail their proposal that shall include: qualifications of instructors and time-line of training for required items.
- b. Proposer shall provide general in-depth training for all SCEMS employees, training shall include:
 - 1. General application and use of all products provided.
 - 2. General and advanced interpretation of 12-lead ECG’s and capnography.
- c. SCEMS field technicians work 12-hour shifts either day or night. Proposer shall provide training for both shifts, day and night. Proposers are encouraged to contact SCEMS if more information is required to make an acceptable proposal.
- d. Sample booklets, reference material, wall charts, videos, handouts, reference cards, or other appropriate training material shall be included in the proposal.
- e. Proposer shall provide training objectives and course outlines.
- f. Class size for “hands-on” training on how to use the equipment shall be limited to six (6) students per one (1) trainer, each group having their own equipment to practice with and use.
- g. SCEMS reserves the right to videotape all training classes for use with future employee training
- h. Proposer must provide and complete all training within 30 days of arrival of all equipment so that the training is not lost prior to implementation of the new system.
- i. Field support and maintenance training shall be provided to EMS logistics staff on the following items:
 - 1. Monitor Troubleshooting
 - 2. Monitor Calibration
 - 3. Monitor Error Code Identification
 - 4. Monitor Preventative Maintenance
 - 5. Monitor In house repairs

5.15 Warranty

- a. Proposer shall provide onsite warranty and service repairs within 48 hours of a service call being placed. Proposer shall describe warranty policy and period for each piece of equipment provided to SCEMS. Proposer shall define the length of the initial warranty and give a detailed description. Loaner monitors, on a one-for-one basis, shall be provided under the warranty and is requested that it is shipped to our location within 24 hours after the service call is placed. Proposer shall also provide who is the warranty provider (in-house or outsourced), normal turnaround time for typical repairs, who pays cost of shipping and insurance each way if required, and any other pertinent information to help SCEMS choose the best solution.
- b. Proposer's warranty shall cover all calibrations that are needed for each monitor.
- c. Proposer's warranty will also cover all durable or reusable accessories (all cables, all sensors, NIBP cuffs with hoses, lithium-ion batteries) from manufacturer's defects for a period of time set out by the manufacturer from the date each item is received by our service.
- d. Proposer shall include whether during the warranty period, any preventative maintenance inspections are included. If so, list and describe what they entail and how PMIs are to be accomplished.
- e. Proposer shall list and describe pertinent information on extended warranties available for the equipment provided. Proposer shall include any special considerations or incentives for the purchase of extended warranties in the proposal.

5.16 Service/Preventative Maintenance Inspections (PMIs)

- a. Proposer shall describe how service is obtained after the warranty period is over, which may be synonymous with the extended warranty period if so purchased by SCEMS.
- b. Proposer shall list and describe all pertinent information on how service is handled, including information such as the use of a loaner Monitor, who is the service provider (in-house or outsourced), normal turnaround time for typical repairs, who pays cost of shipping and insurance each way if required, and any other information to help SCEMS choose the best solution.
- c. Proposer shall describe how PMIs are handled during extended warranty period and for non-extended warranty periods if not included or purchased.
- d. PMI information shall include location, whether in-house or outsourced, cost, if any, and any other pertinent information.
- e. The Monitor vendor shall provide necessary field upgrades, at no charge, for all American Heart Association Guideline changes.
- f. The Monitor vendor shall describe their plan to provide maintenance for the following for a minimum of 8 years from original date of purchase:
 1. Parts
 2. Labor
 3. Repairs
- g. The Monitor vendor shall detail their plan to provide loaners within 24 hours as necessary for a minimum of 8 years from date of initial purchase.
- h. The Monitor vendor shall detail their plan to provide Preventive Maintenance (check and correct internal circuitry, software, etc.) on an annual basis for a minimum of 8 years.

5.17 Accessories

- a. Proposer shall include a complete list, including description and cost, if any, of accessory equipment or supplies that is included in their proposal (Equipment Costs).
- b. At a minimum, each Monitor shall come with the following accessories but is not limited to:
 1. Two (2) each heavy-duty carry cases, complete with top, back, left, and right pouches, protective front cover and shoulder strap;

2. Six (6) lithium-ion batteries;
 3. One (1) rhythm simulator;
 4. One (1) pacing simulator;
 5. One (1) continuity tester;
 6. One (1) operator's manual;
 7. One (1) service manual;
 8. Four (4) each 4-lead cables,
 9. Four (4) each V6-lead cables,
 10. Four (4) multifunction/therapy cables;
 11. Four (4) each trunk cables;
 12. Four (4) each pulse oximeter probes with extension cables;
 13. Two (2) each reusable NIBP adult cuffs with extension hose;
 14. One (1) case EKG multifunction electrodes (minimum 300/case);
 15. One (1) case of pacing defibrillation ECG electrodes-adult (minimum 50 each/pair);
 16. One (1) case of pacing defibrillation ECG electrodes-pediatric (minimum 50 each/pair);
 17. Two (2) each manual data transfer cables;
 18. One (1) box chart recording paper (minimum 20 rolls)
 19. One (1) lithium-ion battery charging system that is used with 110-volt AC charging and is capable of 12-volt DC charging
- c. Proposer's pricing for all accessories will include a 15% discount applied on accessories listed in 5.17(b) that are purchased after the sale (external case, all cables, all sensors, NIBP cuffs and hoses, lithium-ion batteries, load testers, continuity tester, rhythm simulator, pacing simulator). This will also include all ECG electrodes, accelerometers and recording paper.
 - d. The Proposer shall not charge any shipping, packaging, handling or fuel fees associated with any accessories purchased that are listed in 5.17(b).
 - e. Sixty (60) replacement lithium-ion batteries shall be provide for each year of the warranty.
 - f. The Proposer shall provide eight (8) 12-Lead patient simulators with data/cloning transfer cables.
 - g. The Proposer shall provide eight (8) AED trainers with cases and all accessories.

5.18 Current Technological Compatibility

- a. Quoted devices should have the following features and capabilities, if available. If the feature or capability is not available on your device, please make note of that fact in your proposal and detail any feature that offers a similar function or may serve as a substitute for the requested feature:
- b. Bluetooth wireless connectivity from monitor to Panasonic CF-19 Toughbook computers.
- c. Ability to upload all patient information to Sansio HealthEMS ePCR system as well as a strong history of compatibility with this reporting system.
- d. Capability for the transmission of 12-Lead and ePCR data via InMotion wireless Mobile Gateway 1000.
- e. Ability to link with other agencies' AEDs regardless of model type (or alternative recommended solution); the current system is comprised of a combination of Physio-Control LP 500, LP 1000, and LP CRP.
- f. Proposer shall describe in detail how the proposed Monitor will interface with existing AED equipment.

5.19 Trade-ins

- a. Proposer shall include pricing for trade-ins of existing equipment. Trade-ins will consist of;
 1. Thirty-four (34) to forty (40) LP-12s;
 2. Forty (40) to eighty (80) AED Lifepak 500s,
 3. Six (6) to eighteen (18) AED Lifepak 1000s.
 4. Six (6) AED Lifepak LPCRPs
- b. Inventory list and serial numbers are available upon request.
- c. Terms and conditions of Trade-ins.

1. To ensure the citizens of Sedgwick County are provided uninterrupted service in the event of Proposer's system failure within the agreed upon time period or the Proposer's failure to meet their proposal's requirements in the agreed upon time period, SCEMS shall retain in its possession all of the trade-in equipment as a provision to ensure the new system functions as advertised and that all agreed upon and outstanding conditions are met within the time period agreed upon. If the Proposer fails to meet the requirements of their proposal at the end of the agreed upon time period or in the event of a system failure within the agreed upon time period, SCEMS will return the complete unused portion of the Proposer's equipment for a full, non pro-rata monetary refund.
2. If at the end of the agreed upon time period, the Proposal has to the EMS Director's satisfaction, fulfilled all requirements of the accepted proposal and no system failure has occurred, all trade-in equipment shall be surrendered to the Proposer per these specifications.

5.20 Financing/Pricing

- a. Proposer shall include in their proposal three (3) methods of payment for the system being provided.
- b. First method shall be an outright capital purchase of the entire system.
- c. Second method shall be a "pay as you play" plan where SCEMS pays on a continual monthly or other time period basis for the use of the system and never owns the system. This is a rental system. For calculation purposes, SCEMS responds to approximately 60,000 calls annually with an approximately 4% increase per year. Proposer shall include any incentive such as upgrading to new equipment at the end of the term or other incentives. Proposal shall include all pertinent information including terms, interest rate, and all other disclosures as appropriate to allow SCEMS choose the best solution.
- d. Third method shall be a lease/purchase method where SCEMS pays on a monthly or other time period for use of the equipment. At the end of the term, which shall be no longer than 60 months, SCEMS is then the owner of the entire system.

5.21 Delivery

- a. Delivery of solution shall be complete with all necessary components to begin operation with the solution system. Proposer shall state delivery date of complete system upon receipt of an official Sedgwick County purchase order.

5.22 Automated External Defibrillators – General Specifications

- a. Sedgwick County desires the vendor to include an AED in the proposal and make it available to all public safety agencies and County departments in Sedgwick County. SCEMS desires to purchase a minimum of one hundred (100) AED units.
- b. The AED shall be FDA approved.
- c. If the vendor has more than one AED model available, please include all models available.
- d. The AED shall be configurable to Wichita/Sedgwick EMSS Protocols.
- e. The AED electrodes shall be compatible with the ALS MONITOR /DEFIBRILLATOR.
- f. The AED shall have the ability to download data for evaluation of provider chest compression performance within the same software package as the ALS MONITOR /DEFIBRILLATOR.

6. MINIMUM FIRM REQUIREMENTS

The successful proposer(s) must meet the following requirements in order to provide a proposal:

1. Have a minimum of five (5) years experience providing similar services.
2. Provide at least three (3) references verifying exemplary service. These references MUST have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, length of service provided, and a brief description of products/services provided.
3. Have knowledge of and comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
4. Be duly qualified to do business in the State of Kansas upon contract award. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas in the form of a Certificate signed by the Kansas Secretary of State. In addition, the successful firm shall furnish a Corporate Resolution evidencing the firm's authority to execute the Contract Documents and be legally bound by same.
5. Must provide secured handling of all County records and materials.
6. Identify a single point of contact for concerns and/or questions.
7. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide services and/or products.

7. SEDGWICK COUNTY'S RESPONSIBILITIES

To assist the successful respondent, Sedgwick County will do the following:

1. Provide information, as legally allowed, in possession of the County, which relates to the County's requirements for this project or which is relevant to this project.
2. Designate a person to act as the County's contract manager with respect to the work to be performed under this contract.

8. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of the respondent to provide the services this document requires. A committee of County staff will judge each vendor's response based on the following criteria:

1. Meeting or exceeding all Request for Proposal conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. References verifying ability to provide the proposed services.
3. Implementation plan and services proposed.
4. Proposing services described herein with the most advantageous and prudent methodology and cost to the County.

Information provided by respondents in response to this Request for Proposal will be considered confidential by the County throughout the selection process, to the extent permitted by law.

Those submitting a proposal do so entirely at their own expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

The review committee will select the proposals, which appear most beneficial. These respondents may be asked to provide a presentation to the review committee during the evaluation period. No negotiations, decisions, or actions shall be initiated by any as a result of any verbal discussion with any County employee prior to the opening of responses to this document.

Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets required needs, quality levels, and budget constraints.

9. EVALUATION CRITERIA

The following evaluation criteria will be used to determine the proposer that best meets Sedgwick County's needs as outlined in this RFP:

1. Overall quality of the proposal.
2. Relevant experience in providing similar services.
3. Experience and demonstrated success as indicated by references.
4. The qualifications and experience of principal employees who will work with the County.
5. Providing a proposal with the most advantageous and prudent methodology and cost.

10. CONTRACT TERM

The contract term will be negotiated by the County and a successful proposer based upon mutually acceptable time frames for completion of the project.

11. PAYMENT TERMS

Payments for all specified services will be made with the following criteria taken into consideration:

1. Board of County Commission approval of the recommended proposal.
2. Payments will be made from correct and detailed invoices submitted for completed services.

12. CONFIDENTIAL MATTERS and DATA OWNERSHIP

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

13. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Joe Thomas at Joseph.Thomas@sedgwick.gov by 5:00 p.m. CDT Friday, August 8, 2014. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp under Current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. CDT Tuesday, August 12, 2014. **Vendors are responsible for checking the website and acknowledging any addenda on their response form.**

14. INSURANCE COVERAGE

The Provider shall provide a certificate of insurance naming Sedgwick County as an “additional insured” in the minimum amounts as specified herein. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of the Provider to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The successful vendor shall furnish the county with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the county before work commences. Renewal of expiring certificates shall be furnished to the county 30 days prior to expiration.

The following minimum coverage is generally required of vendors providing services:

Workers’ Compensation	Applicable State Statutory
Employer’s Liability	\$100,000.00
Contractor’s Liability Insurance	Form of insurance shall be by a
Comprehensive General Liability and Comprehensive Automobile Liability	

Bodily Injury	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability (if applicable)	\$500,000.00

15. INDEMNIFICATION

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

16. TERMINATION

The County reserves the right to cancel the contract and discontinue service with a thirty (30) day written notice as a result of the failure of the contracted provider to provided acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services.

17. TENTATIVE TIMELINE

The following dates are provided for informational purposes and are subject to change without notice:

Request for Proposal Issued -----	August 4, 2014
Question Submittal Deadline by 5:00 pm CDT-----	August 8, 2014
Addendum Issued by 5:00 pm CDT-----	August 12, 2014
Proposal Due Date by or before 1:45 pm CDT-----	August 19, 2014
Evaluations and Interviews of Shortlisted Vendors -----	August 19 - 26, 2014
Bid Board Recommendation -----	August 28, 2014
Board of County Commissioners Award -----	September 3, 2014

18. GENERAL CONTRACT PROVISIONS

1. AUTHORITY TO CONTRACT.

A. Affirmation of Legal Authority. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

B. Required Documentation. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. RELATIONSHIP of PARTIES.

It is agreed that the legal relationship between Provider and County is of a contractual nature. Both parties assert and believe that Provider is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Provider is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Provider, and employees of Provider, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Provider, and employees of Provider, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Provider.

3. PERSONNEL.

A. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

B. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

C. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

D. **Contractor's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. **Participant Safeguard.** Contractor certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

4. PROHIBITION OF CONFLICTS OF INTEREST.

A. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

B. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

C. Employee Conflicts. Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty (20) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.

D. Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING.

A. Reprogramming of Funds. It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

B. Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to under spending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

C. Cash Basis and Budget Laws. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

D. Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. Unexpended funds. It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. RECORDS, REPORTS AND INSPECTION.

A. Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

B. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

C. Reports. During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. Audit. Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

E. Availability of Records. Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

F. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

G. Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7. METHOD OF BILLING AND PAYMENT.

A. Billing Procedures. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on Page 1, Section 3 of this contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

B. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Six (6) above.

C. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

D. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

E. Mailing Address. Payments shall be mailed to Contractor's address as listed in paragraph 20 below.

8. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

9. LICENSES, PERMITS AND INSURANCE.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

10. INSURANCE REQUIREMENTS

Contractor shall annually provide a certificate of insurance to verify liability insurance. Sedgwick County shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 10 day written notice of cancellation. If Contractor transports clients during services provided for under this agreement, evidence of auto insurance on the Certificate is required. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate.

11. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

12. ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13. ASSIGNMENT.

Neither this contract nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other.

14. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

15. PUBLICATION OF CONTRACT RESULTS.

A. Copyright. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

B. Documentation of originality or source. All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

16. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. Service Standards and Procedures. Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose, goals and objectives of this agreement.

B. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. Compliance With Law. Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

D. Access to Meetings. Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

17. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to *K.S.A. 44-1031(c)*.

18. TERMINATION OF CONTRACT.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

19. PROPOSAL CONDITIONS

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices **MUST** also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Proposers **MUST** return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.

12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
18. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
19. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
20. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
21. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
22. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.

23. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
24. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information.
Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.
26. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
 - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
29. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
30. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
31. No gifts or gratuities of any kind shall be offered to any County employee at any time.

32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
33. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

20. PROPOSAL CONTENT

Proposal response must include the following:

1. Proposal Response Form completed and signed. Acknowledge any addenda issued on response form.
2. Provide a brief overview and history of your company.
3. Detailed information outlining responses to our proposal request and the services you provide. Narrative should clearly address all items listed in Section 3 (Scope of Services) through Section 6 (Minimum Firm Requirements) as outlined in this document. Discuss your company's experience providing similar services and capacity to provide services to County.
4. Detail the assistance to be required by employees of Sedgwick County.
5. Provide three (3) references for which your organization has conducted similar services during the last five (5) years. Include name of business, address, phone number, contact person and title.
6. Any additional information necessary to assist the County in evaluating your proposal.

21. EQUIPMENT COST

Proposer shall complete the following table listing brand/model by item below.

#	DESCRIPTION	QTY	COST	EXTENDED
1	Core -Monitor/Defibrillator/Pacer			
2	12-Lead Module			
3	NIBP Module			
4	Pulse oximetry Module (if added at this purchase)			
5	Pulse oximetry Module (if added later)			
6	EtCo2 Module (if added at this purchase)			
7	EtCo2 Module (if added later)			
8	CO Monitoring Module (if added at this purchase)			
9	CO Monitoring Module (if added later)			
10	Temp Monitoring Module (if added at this purchase)			
11	Temp Monitoring Module (if added later)			
12	Wi-Fi Data Transmission Module (if added at this purchase)			
13	Wi-Fi Data Transmission Module (if added later)			
14	Lithium ion battery support system Monitor			
15	Lithium ion battery			
16	Multifunction/Therapy cable (Defibrillation/Pacing)			
17	4-lead cable set			
18	6-lead cable set			
19	Adult NIBP cuff			
20	Pediatric NIBP cuff			
21	Pulse oximetry replacement sensor (if added at this purchase)			
22	Pulse oximetry replacement sensor (if added later)			
23	EtCo2 ETT Sensor Cost/Case #/Case			
24	EtCo2 Nasal Cannula Sensor Cost/Case #/Case			

Proposal Response Form
EMS 2014 Monitor-Defibrillator Systems
#14-0071

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____ STATE INCORPORATED _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____

General Nature of Business _____ FEIN/SS # _____ W-9 included _____

Not a Minority Owned Business _____ Minority Owned Business: _____ Certification # _____

African American _____ Asian _____ Hispanic _____ Native American _____ Other _____ Woman Owned Business _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

Signature _____ Title _____

Print Name _____ Dated _____