

CITY OF HUDSON, WISCONSIN

Emergency Ambulance Service

Request for Proposal

October 2018

The City of Hudson is seeking proposals from qualified contractors for
Critical Care Emergency Ambulance Service.

The City of Hudson will receive proposals to provide, in part or in whole, fully staffed Critical Care **Emergency Ambulance Service** for the City of Hudson and surrounding municipalities that choose to contract for EMS services with the Contractor selected through this RFP process. **Proposals must be received by 3:30 p.m. on Thursday, November 29, 2018.** Late proposals will not be considered or returned.

**Proposals should be delivered in person or via US Mail to:
Emergency Ambulance Service RFP
City of Hudson
505 Third Street
Hudson, WI 54016**

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DEFINITIONS

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

The term “Committee” shall refer to an interview committee that will include, in the City’s discretion, selected representatives of the City and the municipalities who choose to participate in this process. The Committee shall review proposals and make a recommendation to the City of Hudson Common Council and, upon request, to the governing bodies of any participating municipalities. The Common Council and the governing bodies of any participating municipalities shall have sole approving authority for awarding a contract for EMS service in their respective municipality. Regardless of the Committee’s recommendation, the Common Council and the governing body of any participating municipality shall have the right to reject any and all proposals, and to decide to award or not award a contract in the best interest of the respective municipality.

The term “City” shall refer to the City of Hudson.

The term “contracting municipalities” or “participating municipalities” refers to the City and any municipalities that choose to participate in this RFP process and possible contract with a contractor.

The term “contract” shall refer to the emergency ambulance services contract that will be drawn up as a result of this RFP process. The successful contractor will be expected to execute the contract when presented.

The term “SOP” refers to the contractor’s standard operating procedures manual detailing the plan of service for the City of Hudson and any participating municipalities.

SECTION 1 GENERAL TERMS AND CONDITIONS

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

1.2 COMMUNICATIONS. Any questions regarding the RFP should be submitted to City Administrator Devin Willi at dwilli@ci.hudson.wi.us.

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

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

1.5 AWARD. While the City of Hudson and participating municipalities are considering contracts for the emergency medical services, the City and municipalities have not obligation to award any contract.

- Award, if any, will be made to the contractor offering the most advantageous proposal. The criteria are not listed in any order of preference.
- The Committee will contact and evaluate the contractor's references; contact any contractor to clarify any response; contact any current users of a contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
- The Committee will not be obligated to recommend acceptance of the lowest priced proposal, but will make a recommendation which it believes to be in the best interests of the City and the participating municipalities after all factors have been evaluated.
- The City and the participating municipalities will be the sole judges of the successful proposals hereunder. The City and participating municipalities reserve the right to award a contract to other than the contractor submitting the lowest total price and to negotiate with any or all contractors. Contractors are advised that it is possible that an award may be made without any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the contractor can submit to the City. Do not assume that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

- Award will be by means of a written agreement with the successful contractor. A Notification of Intent to Award may be sent to any contractor selected.

1.6 PROOF OF FINANCIAL AND BUSINESS CAPABILITY. Contractors must supply the most recent audited and certified financial statement of the corporation, as satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The City will make the final determination as to the contractor's ability.

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

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

1.9 PROPOSAL ORIGINAL AND COPIES. The City requires that the contractor submit one (1) signed original and nine (9) additional copies of the proposal. In addition, a PDF of said proposal shall be provided. The package containing the proposal must be sealed and marked with the contractor's name and "**Confidential – Ambulances Services – RFP – Ambulance Service Contract.**"

- **COVER LETTER AND SIGNING OF PROPOSALS.** A cover letter, which will be considered an integral part of the proposal, must be signed by individual(s) who is (are) authorized to contractually bind the contractor(s). Each signature must indicate the classification or position that the individual holds in the firm. The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. For each listed individual, include the name, title, address, telephone number, fax number and email address.
- **WAIVING OF INFORMALITIES.** The City reserves the right to waive minor informalities or technicalities when it is in the best interests of the City. If discrepancies between sections or other errors are found in a proposal, the City may reject the proposal; however, the City may, at its sole option, correct any arithmetical errors in price. The City may waive any immaterial deviation or defect in a proposal. The City's waiver of an immaterial deviation or defect will in no way modify the RFP documents or excuse the contractor from full compliance with the RFP requirements, if awarded a contract.

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

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

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

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

1.14 PRICING. The proposal shall provide a proposed cost to the City, if any, for all services, equipment or supplies to be provided pursuant to this RFP.

SECTION 2 OBLIGATIONS, RIGHTS AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

2.14

NONDISCRIMINATION AND NON-CONFLICT STATEMENT. Contractor agrees that no person on the grounds of disability, age, race, color, religion, sex, sexual orientation or national origin, shall be executed from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly and interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein, if any, shall be paid directly or indirectly to any officer, member or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the Contract.

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

SECTION 3 SPECIAL TERMS AND CONDITIONS

3.1 EXPECTATIONS

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

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

3.2 INTENT

3.2.1 The intent of this RFP is to receive proposals to provide 911 Emergency and Non-Emergency care and transport at Paramedic Advanced Life Support (ALS) level 24/7/365 for the service area. The City and the participating municipalities are seeking the service with the highest quality patient care, most reliable paramedic ambulance services, at the most reasonable price. Proposals not meeting this intent may not be considered.

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

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

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

3.3.1 GENERAL DUTIES

1. Contractor must maintain compliance with all Wisconsin licenses, permits, laws, rules
2. Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, buildings, vehicles, and equipment necessary to respond to all emergency and non-emergency calls within the City or any participating municipality. The contractor must provide information regarding how its ambulances and crews will be dispatched and monitored by St. Croix County 911 Dispatch. All buildings, vehicles, equipment, and supplies used in providing emergency medical services must meet or exceed standards including inter-operable communications with the various jurisdictions and entities necessary to provide emergency services in the service area. All buildings, vehicles and equipment shall be fully operational when placed in service and throughout the term of the contract for response to public needs.
3. The Proposal must describe in detail how the Contractor will provide emergency medical service and non-emergency care and transport to the City, including:
 - The location and description of any building(s) the Contractor will provide to house the emergency medical service, vehicles, equipment, and supplies;

- Description of the ambulances, equipment and supplies the Contractor will provide.
- Whether and to what extent the Contractor anticipates utilizing the City Fire Department personnel or equipment in the provision of emergency medical services to the City, including but not limited to:
 - What incidents, if any, will the Contractor expect the Hudson Fire Department to respond?
 - When the Contractor is providing fire standby EMS services for the Fire Department, will it follow NIMS standards regarding management of the scene; what protocol will the Contractor follow in releasing the ambulance from the fire scene?
 - The Contractor's plan for providing rehabilitation services to firefighters at the scene.
 - Whether the Contractor will require Hudson Fire Department personnel to drive or ride with the ambulance at any time, and if so, whether the Contractor's liability insurance would cover the City Fire Department personnel.
 - Whether the Contractor will provide medical direction for the Hudson Fire Department, and a description of what that will involve.
 - Describe the on-going training and continuing education that the Contractor will provide for the Fire Department and the City Police Department, and whether there will be any charge to the City.

The proposal must include the Contractor's plan for providing emergency medical services on the St. Croix River and the islands within the City limits or within the limits of any contracting municipality.

The proposal must include the Contractor's plan for handling inter-facility transfers, while still providing 24/7/365 911 emergency medical services to the community with response times described in the contractor's proposal.

4. The Contractor must apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. The Contractor must provide copies of all licenses to the City.
5. The Contractor must accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

6. The Contractor must make emergency and non-emergency services (as defined in this RFP) available to all persons within the service area which will include the City and any participating contracting municipality.
7. The contractor shall provide information regarding the services it will provide and how it will work with the St. Croix County Emergency Manager, St. Croix County Dispatch, St. Croix County Sheriff, Fire Chiefs or Chiefs of Police of any municipality, when there is reason to believe a life threatening public emergency presently exists or is imminent in St. Croix County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents. This shall be within the contractor's standing operating procedures provided and approved by the contracting municipality.
8. The Contractor must participate and comply with the St. Croix County Hazard Mitigation Plan, or other County or municipal emergency plans, or successor plans adopted and approved by St. Croix County or any contracting municipality.
9. The Contractor further agrees to participate in a least one (1) declared community disaster drill per calendar year.
10. The Contractor will develop excellent community relationships and will provide during, on a non-dedicated basis, at no additional cost, standby coverage at school sporting events and programs, community events and health/wellness events.
11. The proposal shall include the Contractor's plan, if any, for making available dedicated staff, vehicle and equipment to groups wishing to contract for such services. This would be over and above the required service described in this RFP and paid for by the requesting group.
12. The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.
13. The proposal shall describe the Contractor's ability and plan for handling at least four (4) simultaneous situations within the service region and an acceptable strategy for handling additional situations beyond this minimum 24 hours per day/seven days per week.
14. The Contract shall provide copies of all mutual aid agreements currently in effect between the Contractor and other municipalities and mutual aid agreements that the Contractor intends to enter into with additional municipalities if the contract is awarded to that Contractor.

3.3.2 TRANSPORT

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

3.3.3 COMMUNICATIONS EQUIPMENT

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

3.3.4 RESPONSE TIME

1. The proposal must provide information on anticipated average response time, how that response time is determined, and how it is documented for purposes of performance review.
2. The proposal must provide information on the response time threshold that would trigger notifying and dispatching a first responder.
3. Monthly detailed incident response time reports must be available for review by the City and any contracting municipalities.

3.3.5 PERSONNEL

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

6. Contractor shall supply the City an emergency management contact list.

3.3.6 QUALITY IMPROVEMENT & MITIGATION PROGRAMS

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

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

1. The proposal shall include the Contractor's plan for utilizing, cooperating, and coordinating its activities and services with any and all First Responder services, the primary goal being to enhance patient care through mutual cooperation. The plan shall include: a) the Contractor's expected training level for First Responders; b) the plan for providing on-going training for First Responders; and 3) the supplies the Contractor will provide for First Responders, and the cost, if any, to the City or contracting municipalities.
2. The proposer shall provide information on its protocol for working with other agencies on the scene of an emergency.

3.3.8 MINIMUM INSURANCE REQUIREMENTS

1. On or before entering into a Contract pursuant to this RFP process, the Contractor shall purchase and provide, in a company or companies licensed to do business in the State of Wisconsin, such insurance as will protect the contracting municipalities from claims which may arise or result from the Contractor's operations under the contract, whether such operations are performed by Contractor or any subcontractor, or by anyone directly or indirectly employed by any of them, by City staff at the Contractor's request, or by anyone for whose acts the Contractor or subcontractor may be liable.
2. The insurance required shall be written for not less than any limits or liability specified below or required by Wisconsin law, whichever is greater. All policies shall provide for 30-day notice to all contracting municipalities of cancellation or alteration in coverage. The Contractor shall maintain through the life of the contract insurance, through insurers rated A- or better by A.M. Best at the minimum amounts as determined by Wisconsin statutes or any others that may be required by Wisconsin Statutes. The City reserves the right to determine what levels and types of insurance the Contractor will need to provide to adequately protect the City, which may include, but will not be limited to:

- Commercial general liability insurance
- Professional medical malpractice insurance
- Worker's compensation coverage to statutory limits as required by law
- Personal injury protection (PIP) or medical payment coverage as required by law.

3.3.9 INDEMNIFICATION

1. The Contractor agrees to defend, indemnify and save harmless the City and any contracting municipalities, their members, officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of the Contractor and arising out of the performance by the Contractor, its employees, subcontractors or agent in providing ambulance services under the contract for the City.
2. Contractor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the contracting municipalities, their members, officers, employees, agents, assigns, and instrumentalities as herein provided.
3. The contracting municipalities have no obligation to provide legal counsel or defense to Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to the contract against Contractor as a result of or relating to performance or obligations of the services under the contract.
4. Except as expressly provided herein, the City and contracting municipalities have no obligation for the payment of any judgment or the settlement of any claims against Contractor as a result of or relating to obligations under the contract.
5. Contractor shall immediately notify the City and any contracting municipalities of any claim or suit made or filed against Contractor or its subcontractors regarding any matter resulting from or relating to Contractor's obligations under the contract, and will cooperate, assist and consult with the City in the defense or investigation thereof.

3.4 USE OWN EXPERTISE AND JUDGEMENT

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

3.4.2 The City and any contracting municipalities hope to promote innovation, efficiency, and superior levels of high performance.

3.5 COSTS INCURRED IN RESPONDING

3.5.1 The City and any municipalities participating in this RFP process will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the contractor.

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

3.5.3 The City, the Committee and participating municipalities assume no liability for any costs incurred by contractors throughout the entire selection process

3.6 ADDITIONAL INFORMATION

3.6.1 The award, if any, will be made to the Contractor who the City or contracting municipality deems will provide them with the most responsible, responsive and reliable service, not necessarily the lowest overall cost but the best service to the City and the participating municipalities of the service region.

3.6.2 The Committee will make a recommendation to the governing bodies of the City and any participating municipalities regarding award of a contract, but the governing bodies of the participating municipalities shall have sole authority to enter into a contract for emergency ambulance service with respect to its municipality.

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

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

3.6.5 At the City's discretion, contractors will be invited to make oral presentations to the City and any interested parties. Said meetings will be open to the public.

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

3.8 PERFORMANCE REVIEW

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

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

3.9 COMPENSATION

3.9.1 The proposal shall include proposed terms regarding cost, if any, to the City and any contracting municipality, for the emergency medical services and non-emergency care and transport services the Contractor is providing to the City and any other participating contracting municipalities.

3.10 INTERPRETATIONS AND CLARIFICATIONS

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

3.11 PERFORMANCE BOND

The successful Contractor must supply a Performance Bond, or irrevocable letter of credit in an amount and with such terms determined by the contracting municipalities. Contractor shall provide and pay for all costs associated with this bond.

3.12 CONFIDENTIAL AND PROPRIETARY DATA

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

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

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

4.2 A SIGNED STATEMENT AUTHORIZING SUBMISSION OF THE PROPOSAL

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

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

4.5 FINANCIAL INFORMATION - Please attach an audited financial statement for the preceding three (3) years.

4.6 COST PROPOSAL - Contractor's cost proposal shall include the cost to provide service to the entire service area and cost to any portion of the service area.

4.7 INITIALED COPY OF ORIGINAL RFP - Attach an initialed copy of the original RFP to the proposal. Contractor shall initial next to each bold type header to signify completion or understanding of that requirement.

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

4.9 ANY EMPLOYEE HIRING AND RETENTION PLAN

SECTION 5: PROPOSAL EVALUATION AND REVIEW PROCESS

5.1 The Committee shall review all the submitted RFPs. The Committee will recommend one contractor to the Common Council of the City of Hudson.

5.2 The recommended contractor proposal will be approved separately by each participating municipality.

5.3 The City reserves the right to accept or reject any and/or all proposals.

SECTION 6: PRELIMINARY TIMELINE

- October 18, 2018 - Release of RFP.
- November 29, 2018 – Deadline for receipt of proposals by 3:30 p.m.
- Week of December 10, 2018 – Bidder presentations to the Committee. Vendor presentations will be subject to Wisconsin Open Meeting Laws.
- Week of December 10, 2018 – Recommendation to the municipalities