



# **REQUEST FOR PROPOSAL (RFP) ICM 11-01 EMS Electronic Patient Care Record (ePCR)**

Inland Counties Emergency Medical Agency (ICEMA)  
515 North Arrowhead Avenue  
San Bernardino, CA 92415-0060

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## **1.0 Introduction**

### ***Purpose***

Inland Counties Emergency Medical Agency, hereinafter referred to as "ICEMA" is seeking proposals from qualified firms to provide an integrated records management system (RMS) comprised of an enterprise solution and secure web accessible Electronic Patient Care Reporting (ePCR).

It is the intent of the ICEMA to establish a mutually beneficial relationship with a Vendor who can provide these services as required by the Specifications, Terms and Conditions of this RFP to locations as needed.

### ***Period of Contract***

It is the intent of ICEMA that, once executed by both parties, the contract extend for a period of (3) years commencing on June 30, 2011 and extending through June 30, 2014 with the option to extend two (2) additional one (1) year terms.

### ***Mandatory Vendor Requirements***

All Vendors must:

1. Possess valid licenses, permits and/or certifications, as required by the State of California, to perform the type of services being requested in this RFP. Validity of licenses/permits/certifications will be verified by the copies provided with the proposal.
2. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
3. Provide five (5) references from other agencies, one (1) of which should be a government agency (not including the County of San Bernardino) that you have established a contract for this type of service. Provide Agency Name, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on **Form E** - References.
4. Vendor or principals may not have declared any form of Bankruptcy in the last five (5) years.
5. Meet other presentation and participation requirements listed in this RFP
6. Submit proposal in the manner as stated in Section 6 "Proposal Submission" of this RFP.

### ***Mandatory Pre-proposal Conference***

A pre-proposal conference will be held at ICEMA on April 5, 2011 at 1:00 p.m. PDT.

The primary purpose of the pre-proposal conference is to provide ICEMA's specific needs as well as to provide participating firms the opportunity to ask questions related to the RFP. Any additional information relevant to the RFP may be provided at this time. Answers provided to questions presented at the conference along with a list of attendees will be posted on ICEMA's web site within seven (7) calendar days following the pre-proposal conference. Proposers must attend either in person or by phone. If participating by phone, Proposer must contact ICEMA at least one (1) hour in advance for call in information. Bids will only be accepted from Proposers participating in the Pre-Proposal Conference.

### **Prequalification Requirements**

Proposers must meet the following pre-qualification criteria in order for a proposal to receive consideration.

- Proposer ePCR system must be (1) 100% NEMESIS GOLD compliant, latest version, and (2) 100% CEMESIS compliant.
- Proposer must provide the following information for each of the client references submitted: company/client name, contact name, phone number, e-mail address, a brief description of the service (e.g. departments involved) and the contract dollar amount. Local, county, and state government clients should be listed before private entities.

### **Correspondence**

All correspondence, including proposals, is to be submitted to:

Virginia Hastings  
Executive Director  
Inland Counties Emergency Medical Agency (ICEMA)  
515 North Arrowhead Avenue  
San Bernardino, CA 92415-0060  
(909) 388-5830

### **Admonition to Vendors**

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Vendors are specifically directed not to contact any other ICEMA or County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP must be presented in writing to the address noted in Section 1 Correspondence or during the pre-proposal Conference noted in Section 1 Pre-proposal Conference.

### **Proposal Submission Deadline**

All proposals must be received at the address listed in Section I - Correspondence no later than April 25<sup>th</sup> 2011 at 5:00 pm PDT. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will be returned without being considered. For the purposes of this proposal, the time specified will be as defined by the official time clock located at the address listed in Section 1 Correspondence. It is the vendor's responsibility to make sure the proposal is received in a timely manner.

## 2.0 Proposal Timeline

RFP Release	March 21, 2011
Pre-proposal conference	April 5, 2011 1:00 pm PDT at ICEMA
Proposals due	April 25, 2011 by 5:00 pm PDT
Product demonstrations/proof of concept	May 2 – May 6, 2011
Final vendor selection	May 13, 2011
Contract negotiations complete	June 6, 2011
Governing Board Contract Approval	June 28, 2011
Desired implementation start date	July 1, 2011

## 3.0 Proposal Conditions

### **A. Contingencies**

This RFP does not commit ICEMA to award a contract. ICEMA reserves the right to accept or reject any or all proposals, if ICEMA determines it is either in their best interest or in the interest of the County to do so. ICEMA will notify all Vendors in writing.

### **B. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period. ICEMA reserves the right to reject any or all proposals.

ICEMA realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of ICEMA. While cost may not be the primary factor in the evaluation process, it is an important factor.

### **C. Best Value Evaluation Process**

Cost is an important factor in the evaluation process, but ICEMA is not obligated to accept the lowest cost proposal. At ICEMA's discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) provide the best value to ICEMA. Such considerations may include:

- Qualifications of key staff
- Relevant project experience
- Past performance
- Environmental considerations
- Value added services
- Any other relevant factors listed in the solicitation

### **D. Modifications**

ICEMA reserves the right to issue addenda or amendments to this RFP.

**E. Price Guarantee and Price Escalation**

All prices will be considered firm for the entire period of the contract. No price increases for any reason shall be granted unless pre-approved in writing by ICEMA's Executive Director.

**F. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

**G. Local Preference**

ICEMA has adopted a preference for vendors whose principal place of business is located within the boundaries of the County of San Bernardino. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet ICEMA's needs are equal, ICEMA staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local vendor for the contract award.

**H. Incurred Costs**

ICEMA or the County of San Bernardino is not obligated to pay any costs incurred by vendors in the preparation of a proposal in response to this RFP. Vendors agree that all costs incurred in developing this proposal are the Vendor's responsibility.

**I. Negotiations**

ICEMA may require the potential Vendor(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

**J. Formal Agreement**

Vendor will be required to enter into a formal agreement with ICEMA. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an

objection and ICEMA agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Form C – Exceptions to RFP.

***K. Use of Proposals Received***

All proposals received shall become the property of ICEMA.

***L. Final Authority***

The final authority to award contracts as a result of this RFP rests solely with ICEMA's Governing Board.

**Please do not include any additional information that is not required by this Request for Proposal.**

## **4.0 Scope of Work**

### **A. Background**

ICEMA, the local Emergency Medical Service (EMS) agency for San Bernardino, Inyo and Mono Counties, is responsible for providing overall systems management and evaluation of the EMS system and has initiated this project to obtain a state-of-the art data collection and records management system in order to increase the efficiency and effectiveness of the EMS system. The desired outcomes will be to automate the documentation process for all EMS providers and provide mandated reports and data with the State EMS Authority (EMSA) and other covered providers such as hospitals and local EMS responders as authorized by ICEMA.

### **B. Demographics**

ICEMA is comprised of three California counties – Inyo, Mono, and San Bernardino. The area covers 33,300 square miles and contains 21% of the State of California geographically. The area stretches over 200 miles east to west and 350 miles north to south and is bordered on the north by Nevada and a portion on the south by Arizona. There are a total of 21 paramedic receiving hospitals including eight base hospitals, two trauma centers and five ST Elevation Myocardial Infarction (STEMI) centers. There are 39 Advanced Life Support (ALS) providers, 36 Basic Life Support (BLS) providers, and approximately 1,120 accredited paramedics and 3,000 EMTs.

According to 2009 US Census estimates, San Bernardino County had a population of 2,017,673. It is the largest county in the continental United States by area (20,105 square miles) and is larger in area than each of the nine smallest states. Inyo and Mono Counties had an estimated population of 17,293 and 12,927 respectively. Thinly populated deserts and mountains stretch from the outskirts of the densely populated areas of the Inland Valley and Hi-Desert to the Nevada border and the Colorado River.

In Fiscal Year 2009-2010, approximately 200,000 requests for emergency medical service were responded to by prehospital providers in the ICEMA region. Of these, approximately 180,000 were recorded and submitted using the existing e-PCR system.

### **C. Current System**

ICEMA has a modern technology environment. The following outlines ICEMA's technology infrastructure that supports the current records

- The current EMS ePCR system has the following inputs/interfaces: Medtronic LifePak 12, Zoll E and M Series, NEMSIS third-party import, and fax/print server;
- ICEMA has provided ruggedized laptops and desktops (servers).
- ICEMA has standardized on ESRI ArcGIS (Version 9.x) product line, and all enterprise Geographic Information System (GIS) layers are maintained in ArcSDE. ICEMA has a preference for products that either have mapping capabilities of selected data elements or the ability to export selected data elements to an ESRI ArcGIS readable format.

- ICEMA has a strong preference for products that store their data in databases which meet ICEMA standards. Current standards are SQL Server 2005.

#### ***D. Purpose and Objectives***

The primary purpose of this project is to acquire a fully integrated records management system which automates the storage of electronic patient care records and extracts data mandated reporting requirements. The selected solution should aid ICEMA in meeting the following objectives:

- Maximize the data quality to manage the EMS system
- Eliminate all paper processes replacing paper documents with electronic documentation and records management
- Maintain a high level of data integrity and HIPPA compliant security
- Comply with ICEMA and other mandated data performance reporting
- Enhance quality assurance program as required by ICEMA and State Regulations
- Provide an efficient means for paramedics to document patient encounters and treatment in the field
- Allow access to data elements for syndromic and/or bio-surveillance tools.
- Enhance completion of patient records to improve hospital turnaround time and data reliability
- Allow for importation of NEMSIS and CEMSIS compliant data from third party software or databases with no reporting/query degradation
- Allow importation of selected data elements from RMS/CAD systems
- Initiate data exchange with local area hospitals for the purposes of quality assurance and access to prehospital patient records for receiving hospitals and research
- Allow for continuity of care and quality assurance by assigning one common identifying number.
- Provide transfer of patient care records and data in the field among responding EMS agencies.

A warranty is required for both the software and implementation services. It is assumed that the Proposer has priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

#### ***E. Software***

The selected Proposer shall warrant that any proposed software will conform to the requirements and specification as stated in this RFP. The detailed requirements as stated in this RFP will become part of the selected software Proposer's contract and will be warranted as such, except to the extent that the Proposer's response explicitly excepts from a requirement or specification. The selected Proposer shall also warrant that the software code will be escrowed and ICEMA will be named as a beneficiary for as long as ICEMA remains a current customer in good standing. Any costs associated with escrow will be paid by Proposer. The selected Proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional and technical requirements as included in this RFP. Furthermore, the warranty, at a **minimum**, should be valid for a period of twelve (12) months from the final acceptance of all modules by ICEMA (as will be defined during the negotiations process). ICEMA will look more favorably at Proposers with warranty periods longer than the minimum specified herein.

***F. License***

Vendor must provide sufficient licenses or a site license to cover all units used in the ICEMA service area.

***G. Implementation Services***

ICEMA also requires a warranty for implementation services (e.g. work products, developed modifications, and system configuration) for a minimum of 12 months after the system acceptance date of that respective module.

***H. Maintenance and Fees***

Provide a breakdown of all maintenance fees for years 2 through 5

***I. Additional Users and Modules***

All Proposers must provide “guaranteed pricing” for 12 months from the award of contract for additional ICEMA users.

## **5.0 Contract Requirements**

### **A. General**

#### **1. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify ICEMA at once, indicating in their letter the specific regulation which required such alterations. ICEMA reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

#### **2. Taxes**

The County and ICEMA are exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. ICEMA shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to ICEMA pursuant to the Contract.

#### **3. Representation of the County**

In the performance of the Agreement, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino or of ICEMA.

#### **4. Vendor Primary Contact**

The Vendor will designate an individual to serve as the primary point of contact for the Agreement. Vendor or designee must respond to ICEMA inquires within two (2) business days. Vendor shall not change the primary contact without written notification and acceptance of ICEMA. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

#### **5. Change of Address**

Vendor shall notify ICEMA in writing of any change in mailing address within ten (10) business days of the change.

#### **6. Subcontracting**

Vendor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.

#### **7. Agreement Assignability**

Without the prior written consent of ICEMA, the Agreement is not assignable by Vendor either in whole or in part.

#### **8. Agreement Amendments**

Vendor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Vendor and ICEMA

#### **9. Termination for Convenience**

ICEMA for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly ICEMA and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### **10. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

#### **11. Venue**

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

#### **12. Electronic Fund Transfer Program**

Contractor shall accept all payments from ICEMA via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by ICEMA required to process EFT payments.

#### **13. Licenses, Permits, and/or Certifications**

Vendor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. Vendor will notify ICEMA immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Agreement.

#### **14. Prevailing Wage Laws (if applicable)**

By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an

applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor’s principal place of business and at the project site. Vendor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Vendor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

### **15. Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Vendor shall notify ICEMA within one (1) working day, in writing and by telephone.

### **16. Conflict of Interest**

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer’s services, and (2) will not benefit from an award resulting in a “Conflict of Interest”. A “Conflict of Interest” shall including holding or retaining membership, or employment, on a board, elected office, department, division or bureau or committee sanctioned by and/or governed by ICEMA or San Bernardino County, Inyo County, or Mono County. Proposers shall identify any interest, and the individuals involved, on separate paper with the response and shall understand that ICEMA, in consultation with legal counsel, may reject their proposal.

### **17. Improper Consideration**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

ICEMA, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

### **18. Employment of Former County Officials**

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

### **19. Employment**

The Vendor shall not employ any person currently working for the ICEMA or the County of San Bernardino

### **20. Inaccuracies or Misrepresentations**

If in the administration of an Agreement, ICEMA determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to ICEMA during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

### **21. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of ICEMA upon payment for services (and product, if applicable). All such items shall be delivered to ICEMA at the completion of work under this Contract, subject to the requirements of Section V, Paragraph A.9-Termination for Convenience. Unless otherwise directed by ICEMA, Vendor may retain copies of such items.

### **22. Copyright**

ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge ICEMA as the funding agency and Vendor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Vendor in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual

aids, printed material, and periodicals, assembled pursuant to this contract must be filed with ICEMA prior to publication.

### **23. Invoices**

Vendor shall provide ICEMA itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month.

### **24. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor's relationship with ICEMA or the County may be made or used without prior written approval of ICEMA or the County.

### **25. Damage to County Property, Facilities, Buildings or Grounds**

The Vendor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Vendor or employees or agents of the Vendor. Such repairs shall be made immediately after Vendor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Vendor fails to make timely repairs, the County may make any necessary repairs. The Vendor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Vendor from the County.

### **26. Air, Water Pollution Control, Safety and Health**

VENDOR shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

### **27. Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the Vendor agrees that the Vendor and the Vendor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Vendor or Vendor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Vendor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for ICEMA and/or the County.

ICEMA or the County may terminate for default or breach of this agreement and any other agreement the Vendor has with the County, if the Vendor or Vendor's employees are determined by the County not to be in compliance with above.

### **28. Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

### **29. Disclosure of Criminal and Civil Proceedings**

ICEMA reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor will be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor will also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

### **30. Artwork, Proofs and/or Negatives**

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the vendor. In the event of a failure to return the documents, the county is entitled to pursue any available legal remedies. In addition, the vendor will be barred from all future solicitations, for a period of at least six (6) months.

### **31. Environmental Requirements**

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize vendors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), vendor must be able to annually report the County's environmentally preferable purchases using Exhibit I. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

### **32. American-Recovery and Reinvestment Act Funding (ARRA)**

#### **Use of ARRA Funds and Requirements**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The

information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

### **Schedule of Expenditure of Federal Awards**

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

### **Whistleblower Protection**

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

*Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.*

## **B. Indemnification and Insurance Requirements**

### **1. Indemnification**

The Vendor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless ICEMA and the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Vendor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

### **2. Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

### **3. Waiver of Subrogation Rights**

The Vendor shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Vendors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Vendor and Vendor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Vendor hereby waives all rights of subrogation against ICEMA and the County.

### **4. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

### **5. Severability of Interests**

The Vendor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Vendor and ICEMA or the County or between ICEMA, the County and any other insured or additional insured under the policy.

### **6. Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable

policies and will provide complete certified copies of the policies and endorsements immediately upon request.

### **7. Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

### **8. Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

### **9. Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced ICEMA has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Vendor or County payments to the Vendor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

### **10. Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of ICEMA to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of ICEMA.

### **11. Insurance Specifications**

The Vendor agrees to provide insurance set forth in accordance with the requirements herein. If the Vendor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Vendor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

### **12. Workers' compensation/Employers Liability**

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

### **13. Commercial/General Liability Insurance**

The Vendor shall carry General Liability Insurance covering all operations performed by or on behalf of the Vendor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

### **14. Automobile Liability Insurance**

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Vendor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Vendor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

### **15. Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**16. Professional Services Requirements**

Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits  
or

**17. Errors and Omissions Liability Insurance**

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

**C. Right to Monitor and Audit**

**1. Right to Monitor**

ICEMA, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with ICEMA in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by ICEMA.

In the event ICEMA determines that Vendor's performance of its duties or other terms of this contract are deficient in any manner, ICEMA will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or ICEMA at its option, may terminate this contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Vendor under this contract or otherwise.

**2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by ICEMA or County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

## **6.0 Proposal Submission**

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal in a sealed package. Proposals should provide a straightforward, concise description of the Proposer's capability to satisfy the requirements of this RFP. Utmost attention should be given to accuracy, completeness and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

By virtue of submitting a proposal, interested parties are acknowledging:

- ICEMA reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. ICEMA reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information. Furthermore, ICEMA reserves the right to delete or add functionality up until the final contract signing.
- All Proposers submitting proposals agree that their pricing is valid for a minimum of one year after proposal submission to ICEMA.
- Proposals will be received by ICEMA at the time and place so stated in this document. At that point, ICEMA will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.
- Solely at ICEMA's option, the name(s) of any firms or companies being considered or evaluated may be disclosed during the process. Because of the nature of a competitive environment and protecting the integrity of the process, respondents are not to contact any ICEMA staff or elected official in reference to the process. As information becomes available and is relevant for release, that information will be shared with all respondents. Any and all information submitted in conjunction with the RFP and the evaluation process will not be returned to the respondent.
- Proposals must include all services, design, software required to fulfill the requirements as outlined in this proposal. Proposers are responsible for all software associated with patient care reporting.

### **A. General**

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the

RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of ICEMA. All proposals received are subject to the "California Public Records Act". While ICEMA takes every measure permissible to keep all "proprietary information" identified, Vendors are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

## **B. Proposal Presentation**

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and five (5) copies, for a total of six (6), and one electronic copy (CD) of the complete proposal must be received by the deadline for receipt of proposal specified in Section II-Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date. The original should be a complete package (including the two (2) copies of the financials in a separate envelope). Copies must not contain the financial information.
3. Hand carried proposals may be delivered to the address identified in Section I Correspondence, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County and/or ICEMA. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

ICEMA reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

## **C. Proposal Format**

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. Cover Page
2. Table of Contents
3. Executive Summary
4. Proposal Description
5. Scope of Work
6. Statement of Qualifications
7. Company Background
8. Proposed Software and Computing Environment

9. Responses to Functional/Technical Requirements
10. Implementation Plan
11. Maintenance and Support Program
12. Client References
13. Cost Proposal
14. Exceptions to the RFP
15. Attachments
  - Mandatory Vendor Requirements
  - Statement of Certification
  - Employment of Former County Officials
  - Insurance
  - Sample Documents

### **1. Cover Page**

Use Form as the cover page. This form must be fully completed and signed by an authorized officer of the Vendor.

### **2. Table of Contents**

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

### **3. Executive Summary**

This part of the response to the RFP should be limited to a brief narrative summarizing the proposer's proposal. The summary should be oriented toward the personnel who would use the software and should include technical information and language only to the extent required to describe the Proposal. The executive summary should identify the primary contact for the software firm, implementation services firm, if different and the third-party software or hardware being proposed. Contact information should include a name, valid e-mail address, fax number and a toll-free telephone number.

### **4. Proposal Description**

Provide a detailed description of the proposal being made.

- The proposal should address, but is not limited to, all terms in Section 4 - Scope of Work.
- The description should include the following:
  - A brief synopsis that Vendor understands of the ICEMA's needs and how the Vendor plans to meet these.
  - A concise statement of the services (and product, if applicable) proposed.
  - An explanation of any assumptions and/or constraints

### **5. Scope of Work**

This section should include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed. The scope statement should include all work from project inception to completion of the warranty period.

### **6. Statement of Qualifications**

Each Proposal must provide the following information about the submitting Proposer's company, the implementation partner's company and any third-party vendor being proposed to provide a business function so that ICEMA can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. ICEMA, at its option, may require a Proposer to provide additional support or clarify request information.

- Statement that the Vendor does not have any commitments or potential commitments which may impact the Vendor's ability to perform this Contract.
- A brief description of the company size and organizational structure
- How long the company has been selling the proposed software or providing the proposed services to clients similar to ICEMA
- Listing of installs at entities similar to ICEMA by name and state. The number of users, distinguished by type if relevant, should also be included
- Vendor must provide the Company's Annual Report for the last two years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

## **7. Company Background**

Each Proposal must provide the following information about the submitting Proposer's company, the implementation partner's company and any third-party vendor being proposed to provide a business function so that ICEMA can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. ICEMA, at its option, may require a Proposer to provide additional support or clarify request information. Include the following in this section of the proposal:

- Business name of the prospective Vendor and legal entity such as corporation, partnership, etc.
- Number of years the prospective Vendor has been in business under the present business name, as well as related prior business names.
- A statement that the prospective Vendor has a demonstrated capacity to perform the required services.
- A brief description of any past or pending litigation in which the vendor was involved during the past five (5) years. If the vendor has not been involved in any lawsuits, please indicate.
- A list of clients where the contractual relationship was not completed and severed for reasons other than convenience. A brief description of why the relationship was severed and the names of the implementer and the Project Manager are required.
- If partnering, how long the implementer has worked with the software vendor and how many implementations the two parties have completed together.
- Description of the implementer's project management capabilities and experience and provide references to other project of similar size and complexity as part of the Proposal

- Evidence that the vendor is a corporation, is in good standing and is qualified to conduct business in California
- Copies of business licenses, professional certification or other credentials.
- Any material (including letters of support or endorsement from clients) indicative of the Proposer's capabilities.

## **8. Proposed Software and Computing Environment**

The Proposer must present, in detail, the version, features, and capabilities for each of the proposed modular systems. In addition to the description, please provide in succinct narrative form answers to the following questions:

- **Technology Architecture**

A detailed technical overview of any proposed local hardware or software platform should be included. Include hardware/software architecture diagrams, process flow diagrams, network diagrams and minimum and recommended server and client computer configurations where appropriate. Ensure the following questions are answered: Upon which platforms does your system run? What are the optimal, minimum and recommended network requirements? What are the optimal, minimum and recommended client requirements? What client and server operating systems are supported? In what format will the data be stored? Is the format proprietary?

- **Administration Toolset**

What administration toolsets are included with the system? What skills are required to maintain the system? What tools are available to customize the system? What monitoring is routinely required for optimal system performance?

- **Reporting**

Describe the reporting architecture. Do we report out of the production database or is there a reporting database? For ad-hoc configuration of forms and/or reports, what technical skill set is needed?

- **Security**

What security tools are included with the system? How is the security profile defined? What is included in the user security profile? What are the wireless connection requirements or connection limitations, if any?

- **Support Services**

Describe your support/help desk process (phone, web, knowledge base, etc.) and availability (24/7/365). Describe existing service level agreements.

- **Upgrade Tools**

What is the software upgrade frequency? How are clients notified of upgrades/patches? How are patches and fixes applied? How are patches and fixes deployed? How are upgrades applied? What testing methodology is used when producing a new software version? How much training (technical training and end user) is generally required with upgrades to the system? What happens to software customizations (user-defined tables and fields) during the upgrade? How many versions of the software does your company support?

Please provide details of all upgrades and bug patches over the last three years. Also provide an anticipated future release schedule.

- **Description of Roles**

What are the skill sets required for use and administration of proposed systems? Differentiate the operational skills from the technical skills. For Phase 1 implementation, what percentage of time is expected from ICEMA project team?

- **New Services**

During the implementation period and afterward, ICEMA may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services. Prior to being work on any New Services, the Proposer and ICEMA will agree and document the scope of work to be performed and compensation rate, if any. This will be accomplished through an amendment to the contract.

**9. Responses to Functional/Technical Requirements**

Response to the Functional and Technical requirements listed in Attachment A and B must be provided in this section. The following response key must be used when responding to the requirements:

F	Fully provided "Out of the Box"
CU	Customization (Change to source code is required)
CO	Configuration (Setup required with built-in tools and procedures but no but no change in source code is required);
TP	Third Party Software required to fully provide requirements
R	Provided with Reporting Tool
NA	Not available

Responses should be formatted within an MS Excel spreadsheet and submitted in the appropriate format (printed or electronic). Proposers must use one code only per requirement. Any requirement that is answered in any other way will be treated as a negative, non-response. Proposers should incorporate a detailed comments column stating how the solution meets each requirement, cross-referencing specific requirement numbers. Proposers should place the response code in a separate column in bold type. The proposals submitted, including requirement responses, will be attached to the software license and implementation services contract.

All responses that indicate out-of-the-box, configurable or customizable functionality should be included in the costs submitted in this proposal. In addition, customization costs should be broken out by specific requirement. Functionality available in future versions should not be considered during response to the requirements in this proposal.

In addition to the functional and technical requirements, proposers are asked to respond to the following questions:

What are your support response times for prehospital providers and ICEMA staff?  
Describe your support plan and associated response times.

## **10. Implementation Plan**

The Proposer must provide a detailed plan and timeline for implementing the proposed system and services outlined below.

This plan should include the following:

Specific phases of the engagement to be executed by the vendor/provider.

Phase I: EMS Administration Systems

- Engagement Preparation
- Solution Planning
- Testing
- Training
- Customer Deliverable & Knowledge Transfer to ICEMA
- Engagement Closure

Qualifications for all personnel who will be assigned to this contract and a list of current assignments including technical staff. Please indicate the percentage of time each individual may dedicate to the contract as well as the percentage of time dedicated to any ongoing engagements.

## **11. Maintenance and Support Program**

This proposal must specify the nature of any post-implementation and ongoing support provided by the vendor including:

- Software Support for a minimum of 5 years
- Ad-hoc Reporting Support (e.g., can we query the database outside of the application; what is the process?)
- Telephone Support. Include toll-free support hotline, hours of operation, availability of 24x7 hotline, etc.
- Customer Support. Define “levels” of support and associated response times, if applicable. Define what level of support is being proposed. Include problem reporting and resolution procedures. Availability of (geographic) user groups.
- Software Upgrades/Product Enhancements/Bug Fixes/Patches. Describe delivery methods, including historical frequency of upgrades by module.
- Third Party Solution Support, if applicable
- Other Support (e.g. onsite, remote dial in, web access, etc.)

## **12. Client References**

Provide five (5) verifiable references, one (1) of which should be a government agency (not including the County of San Bernardino) of the vendor’s proposed ePCER software solution that has been operational for a minimum of one (1) year. Provide Name, Contact Name/Address, Phone Number, and Dates Services Were Provided. Include information on **Form E**.

ICEMA considers references to be important in its decision to award a contract. ICEMA will not call proposers to tell them that their references will be contacted. All references provided will be contacted by ICEMA during the selection process. The names and phone numbers of the project manager for each reference must be listed.

Prior to determination of bid award, ICEMA reserves the right to conduct on-site visits of one or more of referenced client sites. Referenced clients will be contacted by ICEMA to arrange for the on-site visit; all expenses associated with the on-site visits will be paid by ICEMA.

### **13. Cost Proposal - Form F**

Proposers should submit an estimate of project costs in the proposal using the grid as a guide for services/cost breakdown on **Form F**. Proposers should include additional costs relating to encryption, reporting, hardware and travel, as applicable.

ICEMA reserves the right to contact Proposers on cost and scope clarification at any time throughout the selection process and negotiation process. ICEMA is asking Proposer to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated.

ICEMA may award a contract, based on initial offers received without discussion of such offers. A Proposer's initial offer should, therefore, be based on the most favorable terms available. ICEMA may, however, have discussion with those Proposers that it deems in its discretion to fall within a competitive range. It may also request revised pricing offers from such Proposers and make an award and/or conduct negotiations thereafter.

### **14. Exceptions to the RFP - Form C**

All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation (cite the Reference Number from the functional/technical spreadsheet for clarity) shall include the scope of the exceptions, the ramification of the exceptions for ICEMA, and the description of the advantages or disadvantages to ICEMA as a result of exceptions. ICEMA, in its sole discretion, may reject any exceptions or specifications within the proposal. Proposers may also provide supplemental information, if necessary, to assist ICEMA in analyzing responses to the RFP. Use **Form C**

### **15. Attachments**

- **Mandatory Vendor Requirements**

Provide copies of all licenses, permits and/or certifications as required under Section 1, Licenses, Permits and/or Certifications. Complete, initial, and sign Form B – Mandatory Vendor Requirements

- **Statement of Certification**

Include the following on **Form D**:

1. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.

2. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.
  3. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle ICEMA or the County to pursue any remedy by law.
  4. A statement that the Vendor agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
  5. A statement that the Vendor agrees to provide ICEMA with any other information ICEMA determines is necessary for an accurate determination of the Vendor's ability to perform the services as proposed; and
  6. A statement that the prospective Vendor, if selected will comply with all applicable rules, laws and regulations.
- **Employment of Former County Officials**
    - Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
    - Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.
  - **Insurance**
    - Submit evidence of ability to insure as stated in Section 5, Part B- *Indemnification and Insurance Requirements* (page 19)
  - **Sample Documents**

Proposers should include sample copies of the following documents included in their existing ePCR programs or anticipated as part of this proposal:

**Report Documents:**

Listing of ePCR system standard reports

**Contractual Documents:**

Software Licensing Agreement  
Maintenance Agreement  
Services Agreement

Scope of Work  
System User Guides, Training Materials, etc.

## **7.0 Evaluation and Award**

### **A. General**

Proposals will be subject to a review process developed by ICEMA, which includes:

1. Mandatory submittal requirements and minimum qualifications
2. Analysis of functionality and service requirements
3. Cost evaluation
4. References verification

### **B. Evaluation Criteria**

1. **Initial Review** All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
  - a. *Must meet prequalification requirements noted in Section 1 Prequalification Requirements*
  - b. *Must participate in the Mandatory Pre-proposal Conference*
  - c. *Must be complete, in the required format, and comply with all RFP requirements.*
  - d. *Must meet the Mandatory Vendor Requirements as outlined in Section I, Mandatory Vendor Requirements.*

Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by ICEMA to be immaterial or inconsequential, ICEMA may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or ICEMA may elect to waive the deficiency and accept the proposal.

2. **Technical Review** Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Credentials, qualifications, reputation or past performance
  - b. Experience of key personnel
  - c. Company experience, reliability and/or fiscal strength
  - d. Ability to provide product(s) in a timely manner
  - e. Proposal methodology
  - f. Project work plan
  - g. Compliance with contract requirements
  - h. Accuracy, completeness and clarity of proposal
  - i. Suitability of proposed software to project purpose and objectives
  - j. Suitability of support services, implementation plan, exceptions, and maintenance and support
  - k. Response to technical and functional specifications
3. **Cost Evaluation** – The primary consideration will be the effectiveness of the agency or organization in the delivery of the services and products based on demonstrated performance. Other factors may include the likelihood of change orders or contract amendments, phases of work that are proposed, or the track record for business partners and/or subcontractors to delivery a project on time and within budget.

4. **References** - References will be verified at the discretion of ICEMA, and at any stage in the evaluation process.

**C. Award**

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

ICEMA reserves the right to award a contract based on initial offers received from Proposers, without discussion and without conducting further negotiations. The acceptance of a proposal by ICEMA shall be deemed to be binding upon both parties. A proposing offer should be based on the most favorable terms available from a price, business requirements, and technical standpoint. ICEMA may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. ICEMA may enter into negotiations separately with such Proposers. ICEMA shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

**D. Non-disclosure of County Information**

All data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the proposer and its agents as confidential. The proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from ICEMA.

**E. Retention of Proposer Material**

ICEMA reserves the right to retain all proposals regardless of which response is selected. No proposals will be returned to Proposer.

**F. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure of ICEMA to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.

3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director  
County of San Bernardino  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760

The County Purchasing Agent shall make a decision concerning the appeal, and notify the Vendor making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County Purchasing Agent shall be deemed final.

**Payment**

All payments for any services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by ICEMA and San Bernardino County. Prior to payment, the Proposer must submit an original dated itemized invoice of services rendered. Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

**COVER PAGE - Form A**

**PROPOSAL FOR**

<b>VENDOR'S NAME</b> <i>(name of firm, entity or organization):</i> _____ _____ _____
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> _____
<b>NAME AND TITLE OF VENDOR'S CONTACT PERSON:</b> _____
<b>MAILING ADDRESS:</b> <b>STREET ADDRESS:</b> _____ <b>CITY, STATE, ZIP:</b> _____ <b>TELEPHONE NUMBER:</b> _____ <b>FAX NUMBER:</b> _____ <b>EMAIL ADDRESS:</b> _____
<b>VENDOR'S ORGANIZATIONAL STRUCTURE</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain): _____
<b>If Corporation,    Date Incorporated:</b> _____ <b>State Incorporated:</b> _____ <b>States registered in as foreign corporation:</b> _____
<b>VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:</b> _____
<b>VENDOR'S AUTHORIZED SIGNATURE:</b> The undersigned hereby certifies that this proposal is submitted in response to this solicitation. <b>SIGNED:</b> _____ <b>DATE:</b> _____ <b>PRINT NAME:</b> _____ <b>TITLE:</b> _____

**MANDATORY VENDOR REQUIREMENTS – Form B**

The following requirements apply to all prospective vendors.

	<b>Requirement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation)</b>
1.	Possess valid licenses, permits and/or certifications, as required by the State of California, to perform the type of services being requested in this RFP. Validity of licenses/permits/certifications will be verified by the copies provided with the proposal.		
2.	Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.		
3.	Provide five (5) references from other agencies, one (1) of which should be a government agency (not including the County of San Bernardino) that you have established a contract for this type of service. Provide Agency Name, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on <b>Form E - References</b> .		
4.	Vendor or principals may not have declared any form of Bankruptcy in the last five (5) years.		
5.	Meet other presentation and participation requirements listed in this RFP.		
6.	Have the administrative and fiscal capability to provide and manage the proposed services.		

SIGNED \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**EXCEPTIONS TO RFP – Form C**

**VENDOR NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_**

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:  
(Please identify and list your exceptions by indicating RFQ, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

**STATEMENT OF CERTIFICATION – Form D**

The following statements are incorporated in our response to the ICEMA RFP.

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation if necessary)</b>
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle ICEMA or the County to pursue any remedy by law.		
4.	Vendor agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	Vendor agrees ICMA will be provided with any other information the ICEMA determines is necessary for an accurate determination of our ability to provide the services being proposed.		
6.	Vendor, if selected, will comply with all applicable rules, laws, and regulations.		

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**COMPANY**

**REFERENCES – Form E**

<b>Agency</b>	<b>Contact Name/Address</b>	<b>Phone Number</b>	<b>Dates Services Provided (from/through*)</b>

\*Enter "**Present**" if still providing the services. Example: 10/04/05 – Present

**COST – Form F**

<b>System/Service</b>	<b>Cost (cost per incident or fixed cost)</b>
<b>Patient Care Reporting System</b> Interface Development Implementation Services Data Conversion Training	\$
<b>Project Management</b>	\$
<b>Other (Hardware, Reporting, Travel, etc.)</b>	\$

<b>System/Service</b>	<b>Cost (cost per incident or fixed cost)</b>
<b>EMS Administrator</b> Interface Development Implementation Services Training	\$
<b>Project Management</b>	\$
<b>Other (Hardware, Reporting, Travel, etc.)</b>	\$

**Form G – CONTRACTOR/VENDOR NONDISCLOSURE AGREEMENT**

The County of San Bernardino has a legal and ethical responsibility to safeguard the privacy of all \_\_\_\_\_ and to protect the confidentiality of their \_\_\_\_\_ information. In the course of its business relationship with [name of vendor/contractor] and/or its employees and/or agents may come into possession of confidential information, even though it may not be directly involved in providing \_\_\_\_\_ services.

In consideration of, and as a condition to, its business relationship with [name of vendor/contractor] and its employees and/or agents will hold the following information ("confidential information") in strictest confidence:

1. Any information supplied by \_\_\_\_\_ or its affiliates;
2. Any information which is the direct or indirect result of [name of vendor/contractor]'s services provided; and
3. Any information about \_\_\_\_\_ or its affiliates' business operations, products, or services.

No confidential information shall be disclosed except to employees of [name of vendor/contractor] who need to know it to fulfill [name of vendor/contractor]'s obligations to \_\_\_\_\_ or to authorized representatives of \_\_\_\_\_. At any time, upon request of \_\_\_\_\_, [name of vendor/contractor] will return promptly all embodiments of confidential information in a form acceptable to \_\_\_\_\_ without retaining any copies thereof. Furthermore, [name of vendor/contractor] will not sell, share, discuss, assign, transfer, or otherwise disclose any confidential information outlined above with any other individuals or business entities and will not use the confidential information for any purpose other than providing the mutually agreed upon services. It is understood that "confidential information" does not include information which:

1. Generally becomes available to the public other than as a result of disclosure by [name of vendor/contractor] or
2. Was available to [name of vendor/contractor] on a non-confidential basis prior to its disclosure by \_\_\_\_\_.

At all times during the term of [name of vendor/contractor]'s agreement with \_\_\_\_\_ and thereafter, [name of vendor/contractor] and its employees and agents shall protect the confidential information from unauthorized use or disclosure and otherwise abide by the terms of this agreement.

\_\_\_\_\_  
Signature of Vendor/Contractor

\_\_\_\_\_  
Date



<b>EXAMPLES OF GREEN ATTRIBUTES</b>	<b>EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION</b>
Biobased Biodegradable Carcinogen-free Chlorofluorocarbon (CFC)-free Compostable Energy efficiency Lead-free Less hazardous Low toxicity Mercury-free Persistent bioaccumulative toxin (PBT)-free Rapidly renewable Rechargeable Recyclable Recycled content Reduced greenhouse gas emissions Reduced packaging Refill/refillable Remanufactured/refurbished Renewable materials Responsible forestry Upgradeable Water efficiency	Certified Approved Product (AP) Non-Toxic Ecologo Certified Energy Star Electronic Product Environmental Assessment Tool (EPEAT) program Forest Stewardship Council Certified Green Seal Certified Greenguard Certified Scientific Certification Systems (SCS)

**PROPOSAL CHECKLIST**

**Use this checklist to ensure that all items requested have been included. This form is to be completed and included in the proposal and must be located prior to the Cover Page - Form A.**

Items Completed	Page (s)
1. Cover Page Form A	
2 Table of Contents	
3 Executive Summary	
4 Proposal Description	
5 Scope of Work	
6 Statement of Qualifications	
7 Company Background (Principals, Capacity to perform, Years in business, Past or pending litigation, Business Licenses, Endorsements, etc.)	
8 Proposed Software and computing Environment	
9 Responses to Functional/Technical Requirements (Attachment A & B)	
10 Implementation Plan	
11 Maintenance and Support Program	
12 Client References – Form E	
13 Cost Proposal – Form F	
14 Exceptions to the RFP Form - C	
15 Attachments	
Mandatory Vendor Requirements - Form B	
Statement of Certification – Form D	
Employment of Former County Officials	
Insurance Documents	
Sample Documents	

**Attachment A**

Ref No.	Technical Requirements	Technical Requirements Response	Comments
<b>GENERAL</b>			
1.00	System supports both on-line and real time updates for all transactions.		
2.00	System supports the establishment of multiple hosted environments, including test, production and training.		
3.00	System supports email through SMTP as an output option. (Please list in comments field the types of email systems and standards supported)		
4.00	System provides an administration toolset that supports application upgrades.		
5.00	System has the ability to update field clients via internet push or other mechanism, not requiring individual PCs to be touched by computer technicians		
6.00	System provides the ability to reject specific components of an upgrade/patch.		
<b>DATABASE</b>			
7.00	System has the ability to retain transaction histories and make them readily available for periods that can be variably set by the provider agencies based on work requirements and public records laws.		
8.00	System prohibits editing of transaction history.		
9.00	System uses MS SQL Server as the database platform. (Specify version of database that is used.)		
10.00	System provides a toolset to support archiving and purging of data.		
11.00	Ability to provide a data model and data dictionary.		
<b>REPORTING, QUERYING, AND IMPORTING/EXPORTING</b>			
12.00	System provides user and system administrator a toolset to support report design.		
13.00	System has the ability to save and retrieve ad hoc reports and queries.		
14.00	System has the ability to produce ad hoc reports online and in hard copy.		
15.00	System has the ability to create line graphs, bar graphs, pie charts, etc. from the reporting tool.		
16.00	System has the ability to export data in a MS Excel and Access 2003, 2007 and 2010 format.		
17.00	System has the ability to export data into a Microsoft Office (Word, PowerPoint) desktop applications.		
18.00	System provides year-to-year, month-to-month, and period-to-period comparisons on reports.		
19.00	System has the ability to report on any date during the month or year.		
<b>SECURITY</b>			
20.00	System is compliant with HIPAA rules and regulations.		
21.00	System provides a toolset to support security administration.		
22.00	System has the ability to support decentralized security administration and password resetting.		
23.00	System has the ability to determine which employees are utilizing the system at any point in time, with appropriate security control.		
24.00	System has the ability to restrict access to data fields and windows to users without proper security.		

25.00	System has the ability to limit the types of record transactions that a user can process.		
26.00	System has the ability to support set-up of role-based security by individuals or groups (i.e. Admin, User).		
27.00	System has the ability to specify encryption for sensitive data that is stored in the database tables, such as Passwords, Social Security numbers.		
28.00	System has the ability to configure redaction of sensitive data that is stored in the database tables.		
29.00	System has the ability to routinely and automatically force password changes.		
30.00	System supports alpha-numeric and special character combination passwords.		
31.00	System supports temporary suspension of a user ID after, at most five, failed login attempts, requiring system administrator to reset password.		
32.00	System has the ability to prevent users from using an old password as the new password at the time of a forced change.		
33.00	System allows security administrators to manually log off users.		
34.00	System supports automatic log off and requires login when system is left unused for an administrator-defined period of time.		
35.00	System has the ability to limit who can export and or download data, based on role definition.		
36.00	System website requires at least 128 bit encryption and will keep current with modern encryption standards.		
37.00	System has the ability to maintain unique IDs for each user.		
38.00	System has the ability to immediately notify defined staff (Provider Agencies) of account lockouts, via email.		
39.00	System provides audit capability, allowing staff to run reports of application logons at all user levels.		
40.00	System has the ability to prevent data loss through theft or overwriting or data loss through mishandling.		
41.00	System provides the ability to restrict editing of a PCR outside of the application.		
42.00	System has ability to configure and manage security and access roles at the following agency unit levels: user, supervisor, manager, admin.		
	<b>AUDIT</b>		
43.00	System provides reporting on failed and unauthorized login attempts.		
44.00	System provides logs of security changes.		
45.00	System provides an automated audit trail of system transactions.		
46.00	System records data on all transactions, including but not limited to:		
46.01	Type of change		
46.02	Transaction type/ID		
46.03	User ID		
46.04	Date/Time stamp of change		
46.05	Effective Date		
46.06	Old Value		
46.07	New Value		
47.00	System provides an audit trail of configuration changes related to software versioning.		
48.00	System provides reporting on data that has been exported, and by whom (User ID).		
49.00	System provides reporting on data that has been viewed, and by whom (User ID).		

50.00	System provides the capability to archive data before it is purged and allows users to choose whether to use that option.		
51.00	System logs IP address of creation, access and data modification.		
52.00	System logs when the following patient record activity occurs by User ID: created, accessed and opened, modified, printed, downloaded.		
<b>HELP AND DOCUMENTATION</b>			
53.00	System provides a set of up-to-date user manuals in an electronic format. Manuals contain clear and thorough descriptions of all screen functions, screen data, programs and any processing parameters.		
54.00	System provides user-friendly error message help screens, which can be accessed directly from the error message.		
55.00	System provides the ability for a system administrator to customize error messages.		
56.00	System provides the ability to create practice ePCRs for training purposes		
57.00	System provides the ability to allow field specific user defined "help" notations e.g., on scene time -- "wheels stop rolling"		

## Attachment B

Ref No.	Functional Requirements	Functional Requirements Response	Comments
	<b>GENERAL</b>		
1.00	Systems are compliant with HIPAA and sensitive identity data with respect to encryption, activity/access logging and confidentiality of all data elements at rest (local or distance data storage) and in travel (data exchange by network).		
2.00	Systems provide ability to generate reports in Microsoft Access and Excel 2003, 2007 and 2010, and PDF formats.		
3.00	Systems provide ability to export data into MS Access and Excel 2003, 2007 and 2010, and PDF formats.		
4.00	Systems have the ability to report and send automatic email notifications on failed data extracts (i.e., incomplete records, ICEMA required fields, etc.) to individuals and/or groups.		
	<b>Patient Care Reporting (PCR) System</b>		
5.00	System environment provides a hosted data repository in a Software as Service (SaaS) model or a data repository in an Enterprise Edition.		
6.00	System provides the ability to export all patient data onto local backup server (SaaS model)		
7.00	System is compliant with NEMSIS standards (latest version) and meets NEMSIS GOLD credentials.		
8.00	System is compliant with CEMSI standards (latest version).		
9.00	System allows option to enable/disable specific NEMSIS/CEMSIS/ICEMA data elements.		
10.00	System allows for import of data from HealthWare Solutions v5.94 SQL database.		
11.00	System allows for addition of custom ICEMA and user defined data elements.		
12.00	System allows for All Software to be placed in escrow at vendors cost.		
13.00	System allows FirstWatch to monitor data from ePCR and report to FirstWatch server. All first year cost for FirstWatch integration to be paid by vendor.		
14.00	System allows for display and printing of user definable forms in patient's primary language.		
15.00	System is compliant with all CA Public Records Law requirements and conforms to the limitations of electronic storage of documents as the sole record.		
16.00	System has the ability to track if patient has been notified of HIPAA disclosure and store reason, if patient is not notified.		
17.00	System has the ability to notify Quality Assurance (QA) user (at initial log on) of incomplete records (example: number of incomplete records still open)		
18.00	System has the ability to configure based upon pre-defined completion rules and disposition events. (to prevent, for example 'pregnant males').		
19.00	System provides the ability to configure and require data fields based upon call disposition. (i.e. transport to hospital vs. no patient found).		

20.00	System has the ability to track and store the content of the original PCR, any addendum to the related reports and all associated record modifications.		
21.00	System has the ability to store, track and calculate the following data points: hour of day, day of week, call processing intervals (secs), reflex interval by unit (sec), travel interval by unit (secs), response interval–first response unit (secs), response interval–first arriving ALS (secs) and response interval–first arriving transport unit (secs).		
22.00	System provides the ability to establish a role hierarchy and assign permissions for data entry, querying and reporting at a system, provider agency, hospital and unit levels. (ex. System: ICEMA, Provider: Big Bear City, Unit: EMS 42, Personnel: Jones)		
23.00	System provides ability to assign multiple roles to personnel for system access.		
24.00	System provides capability for central and provider-filtered data-retrieval for provider agency and ICEMA for system QA, operational reporting and medical record request processing.		
25.00	System provides ability to send internal communication messages to individual users and/or groups, with tracking of receipt. Example messages may include HIPAA Security reminders, system update information, etc.		
26.00	System has the ability to store all data streamed from the cardiac monitor.		
27.00	System has the ability to provide the option to import specific events and rhythms which occurred on the monitor and allow individual or continuous display or printing.		
28.00	System has the ability to capture and store data related to before/after electrical therapy and event marker (example: medication administration markers) EKG for inclusion.		
29.00	System has the ability to transmit and receive data from first responder to transporting provider in the field via USB drive (current system) or other recommended method without Internet connectivity. Data is to include PDF of first responders ePCR and populate transporting providers ePCR with patient demographics, current medications, allergies, medical history and existing conditions. First responders ePCR (PDF) must have the ability to be viewed within the transporting providers ePCR and be included in the printed report left at the hospital.		
29.01	System must have the ability to transmit and receive, without Internet connectivity, a NEMSIS/CEMESIS/ICEMA XML file in the field to populate transporting providers ePCR. Results of XML file must print as part of the ePCR as a PDF attachment.		
30.00	System has the ability to capture digitized signatures with auto generated date/time stamp. Must function with current ICEMA field laptops -- Panasonic CF-19- CDBAXVM		
31.00	System has the ability to prevent signature associated data fields to be edited once signature has been captured.		
32.00	System provides a quality management module that can implement canned or custom queries.		
33.00	System has the ability to provide for rapid data entry at patient side using a form that mirrors current paper patient care record or current ePCR StatPad form		
34.00	System has the ability to open multiple PCRs simultaneously (data entry on multiple patients, same incident)		
35.00	System has the ability to provide aging reports on all quality management audits that have not been completed (i.e. how long a record has been open and incomplete).		
	<b>Interfaces (Data Exchange and Extracts)</b>		

36.00	System has the ability to interface to Philips, Physio, and Zoll monitors: population and time-stamping of all vital signs fields to include minimally BP, pulse rate, SpO2, ETCO2, temperature, NIBP values, wave forms (static/dynamic): EKG, ETCO2, SpO2		
37.00	System has the ability to interface with CAD systems and store the following inbound data in the patient record:		
37.01	"Time and Location fields" including GEO-Coded, Lat\Long, UTM.		
37.02	EMS dispatch and arrival times		
37.03	Map X/Y data for incident location		
37.04	Store dispatched units location data at time of dispatch (response from zone).		
38.00	System has the ability to interface or integrate directly to a Billing system (ex. Zoll EMS Billing system).		
39.00	System provides the ability to automatically determine ICEMA response zone (EOA) based on incident location (Lat/Long).		
40.00	System has the ability to provide an automated CEMISIS extract and transfer with Exception Records reported and available via a drill down option.		
41.00	System provides the ability to exchange (submit and receive) data with hospital systems in real time, via an HL7 and/or XML interface.		
42.00	System has the ability to transmit and receive NEMISIS/CEMISIS/ICEMA XML file (server), including any custom fields.		
43.00	System has the ability to transmit and receive NEMISIS/CEMISIS/ICEMA XML file, including custom fields, with attachments. (separate file or imbedded). e.g., Physio, Zoll or Phillips case file (server).		
	<b>CAD Reconciliation</b>		
44.00	System provides automatic reconciliation of CAD records to ePCR and ePCR records to CAD.		
45.00	System provides automated reporting of CAD reconciliation exceptions.		
46.00	System provides the ability to print and email an exception report of unmatched records by Provider Agency.		
47.00	System has the ability to automatically update a PCR with CAD data where CAD Interface fields are absent.		
	<b>Forms/Reports - need required data elements -- must be electronic and printable.</b>		
48.00	System provides the ability to configure, schedule and distribute off-the-shelf, custom and user-defined reports in an electronic format (.pdf and/or .txt).		
50.00	System provides tools for ad hoc reporting which includes saving report definition and scheduling for automation and distribution.		
51.00	System provides ability to configure a report in an electronically viewable <i>and</i> printable form while redacting/excluding data fields (i.e. PHI and/or crew/receiving facility/receiving provider information), as defined by the system administrator.		
52.00	System provides functionality for web access to ePCR system. Functionality includes reporting services, administrative management and hospital access.		
53.00	System provides web access in view only format for user specific for destination hospital retrieval (viewable <i>and</i> printable form) of PCRs. Help message must be available for custom message when PCR cannot be found.		

54.00	System provides the ability to customize forms and/or reports with ICEMA and/or provider logo.		
55.00	System has the ability to configure and/or generate the following forms and reports with ability for electronic signature(s):		
55.01	HIPAA Disclosure Form		
55.02	Patient Disposition Report		
55.03	Patients Possessions/Lost and Found		
55.04	Non Transport/Refusal Form		
55.06	Notice of Privacy Form		
55.07	Supplemental Forms (e.g. Physician on Scene, etc.)		
55.08	Billing/Privacy Form		
55.09	Procedure Verification Form		
55.10	Research Form (ad hoc)		
55.11	Associate Form (with client record)		
56.00	System provides the ability to associate forms with patient records.		
57.00	System provides the ability to select and view a PCR that is listed in a canned or custom query by a single click.		
58.00	System has the ability to generate daily activity reports; data including but not limited to: incident #, location, EMD determinant, time of call: calculated time on call, calculated response time, arrival status (all from PCR/CAD data) total # of events, arrival percentage, cumulative time on assignment, separate Interfacility Transports from scene responses		
	<b>Certifications</b>		
59.00	System has the ability to store and update the following certification data:		
59.01	State credentials		
59.02	ICEMA approved credential		
59.03	Provisional credential		
59.04	National Credential		
59.05	Certification expiration date		
60.00	System provides ability for training officers to update credentials.		
61.00	System has the ability to automatically generate certification expiration reports and e-mail to selected users.		
62.00	System has the ability to track and store OSHA related certification data, including but not limited to: Fit-test information, expiration date		
	<b>Forms/Reports</b>		
63.00	System provides the ability for users to generate class rosters.		
64.00	System has the ability to configure and/or generate the following forms/reports:		
64.01	Personnel reports		
64.02	Individual transcript report including 2 Year Credential Report		
64.03	Department transcript reports (detail and summary)		
64.04	Departmental personnel reports (detail and summary)		

64.05	Department personnel credential report level expiration (detail and summary)		
64.06	Custom reports		
	<b>EMS ADMINISTRATION</b>		
	<b>Inventory Management</b>		
65.00	System has the ability to track, store and manage an unlimited number of items.		
66.00	System has the ability to track, store and manage medication and supply data, including but not limited to: lots and expiration dates		
67.00	System provides the ability to utilize barcodes, for the purposes of collecting and storing inventory data.		
68.00	System provides the ability to configure workflow to deduct from Master Stockroom for items 'picked' for a station.		
69.00	System has the ability to configure and generate the following forms:		
69.01	Master Inventory List Form		
69.02	Master Stockroom Form		
69.03	Station Stock Request Form		
69.04	Unit Check off Order Sheet form.		
69.05	Station Check off Order Sheet form.		
69.06	Reporting for Reorder, pick list,		
	<b>Logs and Checklists (special notifications)</b>		
70.00	System has the ability to store data related to Controlled Substance Logs including but not limited to: station, unit, patient, technician, supervisor, master stock.		
71.00	System provides the ability to submit, track and report Repair Requests (Computer, Medical Device, Radio, Vehicle, Station)		
72.00	System has the ability to store supply checklists by station and unit.		
73.00	System interfaces the supply checklist data with the inventory management system.		
74.00	System has the ability to distribute supply checklists electronically.		
75.00	System provides the ability to submit, track and report inventory requests.		
	<b>Incident (Complaint) Tracking</b>		
76.00	System provides the ability to configure forms for distribution/notification based on incident type (i.e., clinical, Provider Agency or both).		
77.00	System has the ability to submit, track and report Unusual Events.		
78.00	System has the ability to submit, track and report the following complaints types:		
78.01	Patient Related		
78.02	Response Related		
78.03	Personnel related		
78.04	Dispatch Related		
78.05	Equipment Related (FDA )		