

METROPOLITAN AREA EMS AUTHORITY

dba MEDSTAR MOBILE HEALTHCARE

Request for Proposal For:

Video Laryngoscopes

RFP ID number: 2020-001

Issue Date: February 20, 2020

Response Due Date: Thursday, 4:30 p.m. on March 19, 2020.

Electronic submission of Responses (with “Read Receipt Requested”) is required.

SUBMIT ELECTRONIC COPIES ONLY

Technical Proposal to Shaun Curtis, Support Services Manager
scurtis@medstar911.org

Cost Proposal to Steve Post, CFO
spost@medstar911.org

Register to receive notices and updates concerning the RFP by sending contact information to *scurtis@medstar911.org*

Contact for Questions: All questions concerning this RFP shall be directed to Shaun Curtis via email at ***scurtis@medstar911.org***. Questions must be submitted in writing only. Vendors must communicate only with Mr. Curtis on matters relating to the RFP and should not communicate with any other employee or representative of MedStar regarding the RFP.

Table of Contents

Table of Contents.....	2
1.0 Introduction	4
1.1 Overview.....	4
1.2 General Notices and Requirements	4
1. 2.1 Response to the RFP Binding Upon Vendor.....	4
1.2.2 Response Modification or Withdrawal.....	4
1.2.3 Non-conforming Responses	4
1.3 MedStar’s Mission.....	5
1.4 Product/Services Currently In Use	5
1.5 Minimum Qualifications of Vendors	5
1.6 Expected Scope of Solution and Term of Contract.....	6
1.7 Minimum Technical Specifications	6
1.8 Additional Requirements	6
1.9 Overall Evaluation Process	6
1.10 Selection Criteria.....	6
1.11 Final Selection Process.....	7
1.12 Evaluation TimeLine	7
2.0 Vendor Response Guidelines	7
2.1 Proposal Format	7
2.2 Proposal Submission	7
2.3 Pre-Proposal Questions and Responses	8
3.0 Proposal Format.....	8
3.1 Executive Summary (Section 1)	9
3.2 Vendor Background (Section 2)	9
3.3 Proposed Solution (Section 3).....	9
3.4 Implementation Plan (Section 4)	10
3.5 Delivery of Product and Services (Section 5)	10
3.6 Ongoing Support Services (Section 6)	10
3.7 Required Vendor Agreements (Section 7).....	10
3.8 License and Maintenance Agreements (Section 8)	11
3.9 Payment Terms and Conditions (Section 9)	11
3.10 Exceptions and Deviations (Section 10).....	11
3.11 Client References (Section 11)	11
3.12 Additional Requirements (Section 12)	11
3.13 Required Forms and Attachments (Section 13).....	11
3.14 Cost Proposal (Section 14)	12

EXHIBIT A	13
Description of Products and Services Required.....	13
Minimum Technical Specifications.....	13
EXHIBIT B	15
Standard Contractual Provisions	15
Appendix - Proposal Forms.....	18
BINDING RESPONSE FORM	19
VENDOR CONTACT INFORMATION	20
VENDOR BACKGROUND FORM	21
VENDOR BACKGROUND FORM (cont.)	22
CLIENT REFERENCE FORM	23
COST PROPOSAL FORM	24

1.0 Introduction

1.1 Overview

MedStar is soliciting proposals (“Responses”) from qualified vendors to provide up to eighty-five (85) video laryngoscope devices meeting or exceeding the technical specifications as set forth in detail on Exhibit A and annual servicing and other technical support for the devices. The Vendor must also offer the same terms to First Responder Organizations in the MedStar system.

1.2 General Notices and Requirements

MedStar may, in its sole discretion, reject any or all proposals. The successful Vendor, if any, will be required to enter into a contract (“Contract”) with MedStar which will incorporate the RFP and the response to the RFP and which will include standard terms substantially in form set forth on Exhibit “A” hereto. The final contract may differ in some respects from the terms of the RFP and or the terms of selected Vendor’s response.

MedStar reserves the right to select more than one Vendor to provide the products and services that are the subject of the RFP. MedStar may contact Vendors after submission of the Responses to determine whether they are willing to stand by their Response if they are requested to provide less than all of the products and services identified in this RFP.

1. 2.1 Response to the RFP Binding Upon Vendor

The Binding Response Form must be completed and submitted with the RFP Response. The Response must contain the signature of a duly authorized officer of the Vendor, with power to bind the Vendor. All submitted Responses shall be binding on the Vendor and irrevocable for a period of **one hundred and twenty (120) days** from the Response submission deadline.

1.2.2 Response Modification or Withdrawal

Responses may be modified, withdrawn, or re-submitted in writing prior to the submission deadline. After this deadline, no resubmissions or modifications may be made for any reason.

1.2.3 Non-conforming Responses

MedStar reserves the right, in its sole discretion, to reject any or all Responses and to reject non-conforming responses. MedStar also reserves the right to waive technical nonconformities when in the best interests of MedStar.

Responses determined by MedStar in its sole discretion to be non-conforming may be rejected by MedStar. A Response may be considered non-conforming for the following (and other) reasons:

- The Response does not meet the minimum technical standards.

- It appears that there was collusion with other Vendors.
- The Response was received after the deadline for submission.
- The Response contains technical irregularities.
- The Response is not in the form set forth in Section 3.
- Unbalanced value of any items.
- Vendor does not meet the Minimum Qualifications.

In addition, Vendors may be disqualified and their Responses not considered, among other reasons, for any of the following specific reasons:

- The Response is not responsive to the RFP.
- The Vendor has an interest in any litigation against MedStar.
- The Vendor is in arrears on any existing contract or has defaulted on a previous contract with MedStar or other customers.
- Lack of competency as revealed by a financial statement, experience and equipment, response to questions, etc.
- Uncompleted work on other projects, which in the judgment of MedStar will prevent or hinder the prompt completion of work under this RFP.
- Vendor has an interest in more than one Response submitted for this RFP.

1.3 MedStar's Mission

MedStar is a governmental agency created through the adoption of a uniform EMS ordinance and interlocal cooperative agreement between municipalities located in Tarrant County, Texas, under the provisions of Section 773.051 of the Texas Health and Safety Code. MedStar provides a variety of services related to mobile and prehospital healthcare, including but not limited to 911 emergency medical response, medical transportation, mobile integrated healthcare, and management and consulting services. MedStar's mission is to provide world class mobile healthcare with the highest quality customer service and clinical excellence in a fiscally responsible manner. MedStar has been recognized as an innovator in healthcare integration.

1.4 Product/Services Currently In Use

MedStar intends to replace the devices currently in use. **Vendors may include a quote for purchase of the equipment currently in use with their Cost Proposal.** A detailed list will be provided upon request.

1.5 Minimum Qualifications of Vendors

To qualify for evaluation, Vendor must demonstrate experience in providing the requested products and services, financial stability, customer satisfaction, and no substantial history of regulatory problems. MedStar will evaluate each Vendor's ability to deliver its proposed ERP based on specified qualifications, client references, and the overall viability of the Vendor's Company.

The minimum qualifications for evaluation are:

1. Vendor must provide reviewed or audited financial statements for the past three years or time in business if shorter.
2. Vendor must have successfully implemented use of its devices for other pre-hospital care (EMS) organizations within the last 3 years.
3. Vendor shall not be under suspension, exclusion, or debarment by any State or Federal agency and shall not be tax delinquent.
4. Vendor must have all required licenses and permits to do business in the State of Texas and Tarrant County.
5. Vendor must have all required licenses and permits to provide the products and services proposed.

1.6 Expected Scope of Solution and Term of Contract

MedStar intends to use of the devices system-wide. It is expected that First Responder Organizations of MedStar's member cities may purchase a number of devices under the terms of this RFP but it is not possible to specify a quantity at this time.

MedStar expects to enter into a service contract with the successful Vendor for a term of one year, with automatic renewals, subject to termination upon sixty days' notice or immediately for cause. Vendor must offer a service agreement with the same terms and conditions to any First Responder Organization that elects to purchase devices under the terms of the Response.

1.7 Minimum Technical Specifications

See **Exhibit A** for the technical specifications of the required products and services. Proposals that do not meet the minimum technical criteria will not be evaluated and will be deemed rejected.

1.8 Additional Requirements

All Vendors must provide the following for evaluation by MedStar:

- Six (6) laryngoscopes as proposed with all accessories for 30 day field testing (two will be tested by First Responder Organizations).
 - One day on site training for MedStar providers who will be using the device.
 - Contact person accessible for MedStar staff to answer questions about the proposed device.

1.9 Overall Evaluation Process

Responses to this RFP will be evaluated by MedStar staff, including the Medical Director. MedStar's Board of Directors will make the final decision regarding the award of a contract(s). The evaluation process will include testing of the demonstration devices provided by each Vendor. MedStar's intent is to acquire the solution that provides the best value to MedStar and meets or exceeds both the functional and technical requirements identified in this RFP.

1.10 Selection Criteria

For the RFP responses that meet the minimum requirements, the following criteria will be used to evaluate Responses:

Evaluation Criteria	Weight %
Quality, responsiveness and completeness of Response	10
Cost proposal	25
Evaluation/performance of demonstration devices	25
Meets or exceeds technical requirements	20
Vendor stability, reputation, product history	10
Customer References	10
Total	100

The evaluation process may also include:

1. Follow-up questions and answers with some of the vendors
2. On-site demonstrations
3. Reference checking with other customers using the vendor's product or services
4. Site visits to comparable agencies using the vendor's products

1.11 Final Selection Process

Once the final selection has been made, MedStar will then enter into contract negotiations with the vendor whose overall solution best meets the needs of MedStar.

1.12 Evaluation TimeLine

Item	Date
Release RFP	Feb 20, 2020
Deadline for Written Proposal Questions	Mar 5, 2020
Response to Written Proposal Questions	Mar 12, 2020
Proposal Due Date (March 19, 2020)	Mar 19, 2020
Proposal Evaluations	Mar 20 – Apr 2
Field Tests of Devices from Vendor Finalists	Apr 9 – May 14
Vendor Interviews (Oral Presentations)	May 18 – May 22
Final Selection	May 27, 2020
MedStar Board / Executive Approval	First Board Meeting after Final Selection
Begin Implementation	Upon Contract Approval

MedStar reserves the right to alter the schedule above to meet the needs of MedStar.

2.0 Vendor Response Guidelines

2.1 Proposal Format

Proposals shall be prepared in accordance with the Proposal Response Format in Section 3.

2.2 Proposal Submission

Responses to this RFP must be delivered electronically only. The vendor must submit a copy of the Vendor's Technical Proposal and a completed, copy of the Cost Proposal in separate documents no later than 4:30 p.m. CST on the response due date.

Technical Proposals must be emailed to **Shaun Curtis, Support Services Manager**, at the following address (with “Read Receipt Requested”):

scurtis@medstar911.org

Cost Proposals must be emailed separately to **Steve Post, CFO** at the following address (with “Read Receipt Requested”):

spost@medstar911.org

2.3 Pre-Proposal Questions and Responses

Questions, change requests, and clarification requests must be sent via email only to Shaun Curtis, Support Services Manager, scurtis@medstar911.org, with “Read Receipt Requested.” Respondents will communicate only with Mr. Curtis on matters relating to the RFP and will not communicate with any other employee or representatives of MedStar.

Questions, change requests, and clarification requests must be submitted by the due date for questions specified in Section 1.8.2. MedStar may entertain supplemental questions and requests submitted by email at least four (4) calendar days prior to the Response due date specified in Section 1.3. Therefore, Vendors are advised that any questions received after four (4) calendar days prior to the Response due date may not be answered.

It is the Vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise MedStar if any language, specifications, or requirements of this RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

MedStar will make every attempt to ensure that questions, change requests, and clarification requests receive an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all Vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. No other sources of responses or clarification are considered valid. Contact with other employees or agents of MedStar is expressly prohibited without prior consent of the identified RFP Contact. Vendors directly contacting other employees or agents of the MedStar during any part of the RFP process, prior to the award of contract, if any, risk elimination of their proposals from further consideration.

3.0 Proposal Format

To facilitate the analysis of responses to this RFP, the vendor is required to format their Response in accordance with the instructions outlined in this section. Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their Response. The Response should be organized as follows:

Section	Proposal Signature Form
1	Executive Summary
2	Vendor Background
3	Proposed Solution
4	Implementation Plan

5	Delivery of Product and Services
6	Ongoing Support Services
7	Required Vendor Agreements
8	License and Maintenance Agreements
9	Payment Terms and Conditions
10	Exceptions and Deviations
11	Client References
12	Additional Requirements
12	Required Forms and Attachments
13	Cost Proposal (submitted separately)

Instructions for completing each section follow:

3.1 Executive Summary (Section 1)

This part should be limited to a brief narrative not to exceed two pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. No costs should be included.

3.2 Vendor Background (Section 2)

In addition to providing responses to the following items, the vendor must complete the **Vendor Background Form** (see Appendix).

Vendors must provide information about their company so that MedStar can evaluate the Vendor's stability and ability to support the commitments set forth in their Response. The Response must specifically state how the Vendor meets the minimum qualifications set forth in Section 1.5 above. Other information that should be included in Section 2 of the Response is:

1. The company's background including a brief description (e.g. past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past two completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability.
4. If the vendor is proposing to use a subcontractor, please provide background information on the subcontractor, vendor relationships with that firm and the specific services and/or products that the subcontractor will provide.
5. A summary of each recall of any of the Vendor's products during the past ten years.
6. A summary of any investigation of any the Vendors' products during the past ten years by any governmental entity, including the outcome and remedial action.
7. The details of any investigation, administrative proceeding, or recall of the Vendor's products offered in the Response.
8. Any litigation involving the company or any subcontractor during the past five years, including pending litigation. Identify the parties, the subject of the dispute, the court or arbitration tribunal and case number, the date filed, current status of the dispute, and how it was resolved if not pending.

3.3 Proposed Solution (Section 3)

The vendor is required to provide a detailed description of how it will meet the

requirements of this RFP. This section must include, at a minimum, the following items:

- a) Description of your overall proposed solution
- b) Description of unique aspects of the Vendor's solution in the marketplace
- c) Description of components of the solution that are industry standard versus being proprietary to the vendor.
- d) For third party products proposed that are integrated with the vendor's solution provide the following for each product:
 - 1. Reason that this product is a third-party product version being part of the vendor's solution
 - 2. Extent to which this third-party product is integrated with the vendor's solution.

Vendors should identify where conflicts may exist between their solution and current technologies used by MedStar as described in section 1.3 of the RFP.

3.4 Implementation Plan (Section 4)

Provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. It is expected that the vendor will lead the efforts in each of the implementation areas unless stated otherwise. This implementation should include the following:

- a) General implementation approach
- b) Project management approach
- c) Description of how you transition from the sales cycle to the implementation phase of the project.
- d) Description of key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet MedStar's needs.

3.5 Delivery of Product and Services (Section 5)

State your commitment to providing the product/services in a conforming and timely fashion.

- a) What is the required time between an award of the contract and delivery of the product or services?
- b) What factors might delay delivery and implementation?
- c) What remedies for delay will you provide?

3.6 Ongoing Support Services (Section 6)

In addition to providing responses to the following items, please specify the nature and conditions of any post-delivery and post-implementation support, including the terms and conditions of your standard Service Agreement.

3.7 Required Vendor Agreements (Section 7)

Vendors submitting Responses that require MedStar to sign additional vendor agreement documents must submit all such documents in their entirety and in original form with their Response in this section.

3.8 License and Maintenance Agreements (Section 8)

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (i.e., hardware, software, operating system, database, etc.).

3.9 Payment Terms and Conditions (Section 9)

All Responses shall specify the terms and conditions of payment, which will be considered as part of, but not control, the award of Response. **Note:** MedStar's review, inspection, and processing procedures ordinarily require sixty days after receipt of invoice, materials or service. Responses which call for payment before sixty days from receipt of invoice or provide discounts only for payment before sixty days will be considered only if, in the opinion of MedStar, the necessary review, inspection and processing procedures can be satisfactorily completed as to the specific purchases within the specified time.

Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Support Services Department and must be given a Purchase Order Number to be valid. Payment will not be made by MedStar until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with MedStar Purchasing procedures, unless this provision is waived by MedStar in writing.

3.10 Exceptions and Deviations (Section 10)

All exceptions must be clearly identified in this section of the Response and must include a sectional or page reference to the subject of the exception, the scope of the exception, the ramifications of the exception for MedStar, and any proposed equitable alternative that is fair to both parties, including suggested replacement language. MedStar, at its sole discretion, may reject any exception or specification within vendor's Response.

Vendors should expect that the **Standard Contract Provisions** included on Exhibit B will be part of any contract issued by MedStar under this RFP. Any exceptions or objections to these provisions **MUST** be included in Section 10 of your Response. Otherwise, submission of your Response binds you to these terms and they will not be subject to negotiation.

3.11 Client References (Section 11)

The Vendor must provide at least three references from clients that are similar in size and complexity to MedStar. The format for completing the Vendor references is provided in the **Client Reference Form** (see Appendix).

3.12 Additional Requirements (Section 12)

Identify the devices you will furnish for evaluation and demonstration as required by Section 1.8 above and state all terms and conditions of the loan of the devices for such purposes. State your agreement to extend pricing under your Response to all First Responder Organizations participating in the MedStar system.

3.13 Required Forms and Attachments (Section 13)

Please complete and include these required forms (contained in the Appendix):

- a. Binding Response Form
- b. Proposer Information
- c. Cost Proposal (submit separately)
- d. Client Reference Form

3.14 Cost Proposal (Section 14)

Costs and pricing for the vendor's proposed solution should be submitted on a **Cost Proposal Form**. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of the Response. Vendors will be bound by the terms offered in the Response and Cost Proposal Form, notwithstanding any errors or inaccuracies in the Cost Proposal or elsewhere in the Response.

Costs should include the complete, fixed costs for the solution including but not limited to the following: project management, delivery costs, license fees, training, travel, per diem, installation, documentation, discounts, operating costs, etc. Use additional pages as needed to provide additional cost detail; however, all costs should be completely reflected on the **Cost Proposal Form**.

Vendors should also indicate whether their Cost Proposal would vary if the Vendor was asked to supply less than all of the products and services required by the RFP.

Vendors should identify all "bid boards" and similar purchasing programs through which they offer any of the products and services included in the RFP to non-profit, public or governmental agencies. Vendors should state whether the prices in the Cost Proposal exceed the lowest prices offered through such programs and, if so, explain why the prices in the Cost Proposal are higher.

The Cost Proposal must be submitted separately from the Technical Proposal.

MedStar will consider special vendor pricing on discounts in exchange for MedStar's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the Response. Any promotional strategies should be discussed with the RFP Contact person and approved by the Chief Executive Officer before submission of the Response.

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this Agreement shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this Agreement the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Support Services Manager immediately in writing, including the reasons therefore and proposing any consideration which will flow to MedStar if authorization to use reconditioned or used supplies or components is granted.

MedStar will sell its existing inventory of devices. If you are interested in purchasing this equipment, please provide a quote on the Cost Proposal Form. A detailed list may be obtained from Shaun Curtis (scurtis@medstar911.org).

END -- see attachments and Appendix.

EXHIBIT A

Description of Products and Services Required Minimum Technical Specifications

MedStar is soliciting proposals to provide the following products and services:

Up to eighty-five (85) video laryngoscope devices that meet or exceed the following specifications, with an annual service and maintenance contract.

Proposals for products or services that do not meet the technical criteria will not be evaluated and will be deemed rejected.

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this Agreement shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this Agreement the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Support Services Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to MedStar if authorization to use supplies or components is granted.

General Requirements: The devices must have the capability of integrating with MedStar's current Electronic Patient Care Report software, which is Image Trend Elite. This capability must be successfully demonstrated on-site using System computer equipment and meeting System defined requirements. "Required" specifications are critical minimums that must be met by the devices proposed in the Response in an acceptable fashion or the Response will be rejected. "Expected" specifications must be met either by the devices themselves or be addressed through other technologies or "work-arounds."

Specifications (Required)
Video Recording
Storage capacity for more than 60-minutes of video
File time and date stamp
Download / file transfer capability
File transfer capability with different tablet operating systems
Connectivity to PCR platform or device
No requirement of proprietary stylet
Multiple blade sizes – Infant through Adult (0-4)
Disposable blade
Camera / Screen – rechargeable battery
Battery life > 60-minutes
Specification (Expected)
Automatic Video recording
Wireless connectivity for file transfer and download
Auto-shut off
Ability to perform alternate method of intubation beyond VL

Specifications (Preferred)
Still picture capture capability
Storage capacity for more than 90-minutes of video
Multiple blade geometry options
Camera / Screen – replaceable-rechargeable battery
Camera / Screen – battery charging station
Battery life > 120-minutes
Anti-fog technology
Anti-glare technology
Screen adjustable brightness
Screen articulation
Screen rotation

EXHIBIT B

Vendors should expect that the provisions below will be part of any contract issued by MedStar under this RFP. Any exceptions or objections to these provisions MUST be included in Section 10 of your Response. Otherwise, submission of your Response binds you to these terms and they will not be subject to negotiation.

Standard Contractual Provisions

1. *Payment terms and conditions.* Payment shall be made on completed orders within sixty (60) days of receipt of an invoice from vendor, unless otherwise agreed by the parties in writing. Invoices shall specifically detail the service, materials and equipment provided. No payments shall be made on invoices that do not include a Purchase Order Number issued by MedStar.

2. *Used or Reconditioned Product* Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this Agreement shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this Agreement the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Support Services Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to MedStar if authorization to use supplies or components is granted.

3. *Delivery Delay.* Failure of the Vendor to meet guaranteed delivery dates or service performance deadlines will be considered a breach of the Agreement. Should the Vendor encounter any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice thereof in writing to the MedStar Support Services Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by MedStar of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

4. *Indemnification.* To the extent permitted by law, and without waiving any immunities or defenses otherwise available against third parties, each party agrees to indemnify, defend and hold the other party, and the other party's officers, employees and agents, harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the party's breach of this Agreement, or which relate to any act or omission undertaken or caused by the indemnifying party. The foregoing indemnification obligation includes Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services. The indemnifying party will have the right, but not the obligation, to control the intake,

defense, and disposition of any claim or cause of action for which indemnity may be sought under this section. No claim for which indemnity is sought by a party will be settled without that party's prior written consent, which shall not be unreasonably delayed or withheld. An indemnifying party's liability obligation shall be reduced to the extent that a claim is caused by, or the result of, the indemnified party's own willful or intentional misconduct, or negligence or gross negligence.

5. *Alternative Dispute Resolution:* If the parties are unable to resolve a dispute informally, the dispute will be settled by final and binding arbitration. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs. No party may submit a dispute to arbitration without first giving the other party the opportunity to engage in formal mediation.

6. *Assignment.* This Agreement may not be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns.

7. *Amendment.* No amendment or modification of this Agreement will be valid or binding upon the parties unless such amendment or modification is in writing and executed by a duly authorized representative of each party.

8. *Severability.* If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law.

9. *Other Terms.* MedStar will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into this Agreement or a duly executed amendment thereto.

10. *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.

11. *Merger and Conflicts with RFP and Response.* This Agreement, together with the RFP and the Vendor's Response, Exhibits, Statements of Work, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No representation, promise, inducement, or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement will act only to provide illustrations or descriptions of products and services to be provided, and will not act to modify this Agreement or provide binding contractual language between the parties. To the extent there is a conflict between this Agreement and the terms of the RFP or the Vendor's Response, the terms of this Agreement shall control.

12. *Compliance with Laws.* MedStar and Vendor and their employees shall perform under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations, all applicable rules and regulations set by the State of Texas.

13. *Independent Contractors.* None of the provisions of this Agreement are intended to create and none shall be deemed or construed to create any relationship between the parties other than that of independent contractors. Neither Provider nor its employees shall be considered the employee of MedStar. This Agreement shall not create the relationship of employer-employee, partnership, or joint venture. Neither party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.

14. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of law's provisions and the venue of any litigation arising from this Agreement shall be in the District Courts of Tarrant County, Texas or the United States District Courts of the Northern District of Texas located in Fort Worth, Texas. The venue of any dispute resolution activity shall be in Fort Worth, Tarrant County, Texas.

15. *Waiver.* The failure to comply with or to enforce any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall not constitute or be deemed a waiver of any other provision hereof; nor shall such failure to comply with or to enforce any term, provision, or condition hereof constitute or be deemed a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. *Taxes.* Provider recognizes that MedStar qualifies as a tax-exempt governmental agency pursuant to Section 151.309 of the Texas Sales, Excise, and Use Tax Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement.

17. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one and the same instrument for all purposes.

18. *Confidentiality.* Each party agrees to keep the other party's proprietary information, including all information relating to any of the products or services required under this Agreement, confidential and not to use such proprietary information except as necessary to perform under this Agreement. Upon expiration or termination of this Agreement, each party will return to the other party its respective proprietary information. Without limiting what is MedStar's confidential information, all information relating to patients and employees of MedStar is confidential.

Appendix - Proposal Forms

The Appendix contains various forms that should be prepared and submitted along with the Vendor's Response. The intent of providing such forms is to ensure comparability between proposals. Included in the Appendix are the following forms:

- Binding Response Form (Use as cover Sheet for Proposal)
- Vendor Information
- Vendor Background Form
- Client Reference Form
- Cost Proposal Form (must be submitted separately)

BINDING RESPONSE FORM

Attach as Cover Page to Technical Proposal and to Cost Proposal

RFP Title: Video Laryngoscopes

RFP ID no. 2020-001

VENDOR NAME: _____

DATE OF SUBMISSION: _____

On behalf of the above named Vendor, I hereby submit the attached Response to RFP no. 2020-001 issued by the Metropolitan Area EMS Authority (MedStar Mobile Healthcare). I certify that I am authorized to bind the Vendor to the terms of the attached Response (Technical Proposal) and the terms of the Cost Proposal which is being submitted separately to MedStar Mobile Healthcare. The Response, including the Cost Proposal, shall be binding on the Vendor for no less than 120 days from the deadline for submission. I understand that this Response may not be withdrawn after the deadline for submission. On behalf of the Vendor, I agree that any inaccuracies or errors in the Response or Cost Proposal are the sole responsibility of the Vendor and will be binding on the Vendor, notwithstanding the inaccuracies or errors.

I further certify that Vendor has not prepared this Proposal in collusion with any other Vendor, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Vendor nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not submit a Proposal thereon.

AUTHORIZED SIGNATURE:

By: _____

Title: _____

VENDOR CONTACT INFORMATION

Name of Business:	
Principal Contact Person:	
Address 1:	
Address 2:	
Address 3:	
Telephone:	
E-mail:	
Name of Individual Project Manager:	
Telephone:	
E-mail:	
Location of Project Office:	

VENDOR BACKGROUND FORM

Vendor name:			
Is Vendor prime contractor:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
1.	What are the key differentiators of your company and its proposed solution?		
2.	What awards has your company or proposed solution obtained that are relevant to this project?		
3.	What documentation is available from an independent source that positively promotes either the company or products and services the Vendor is offering?		
4.	What strategic alliances have you made to further strengthen your products and services?		
5.	How do you guarantee the products and services provided by your company?		
7.	What is your niche in the marketplace and your preferred customer size?		
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.):		
10.	Please describe your commitment to providing solutions for the public sector marketplace:		
11.	How many fully operational customer installations of the product proposed in this RFP, currently in production, has the Vendor completed?		
	Location	Date	Quantity
12.	How many fully operational customer installations, in total, has the Vendor completed?		
	Location	Date	Quantity

VENDOR BACKGROUND FORM (cont.)

13.	Please state the year the Vendor started in the business of selling the proposed solution to local governments:		
14.	Where is the Vendor's closest support facility/sales office?		
15.	Where is the Vendor's company headquarters?		
16.	Please list the Vendor's sales in the previous three years:		
		Year	Sales
		2019	
		2018	
		2017	
17.	How many total employees does the Vendor have in each of the following categories:		
		Area	Number
		Sales/Marketing	
		Management/Administration	
		Help Desk Staff	
		Development Staff	
		Other	
		Total:	
18.	What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor Response by skill set?		
		Rates for Additional Implementation Assistance	
		Skill Set	Hourly Rate
			\$ / hr.
			\$ / hr.
			\$ / hr.
19.	What would be the Vendor's preferred comparably sized, site visit location?		

CLIENT REFERENCE FORM

Provide a list and profile of at least three EMS agencies currently using the proposed devices. The profile must include the date the device was first introduced to the EMS system, the number of devices in use, the mechanism by which data is captured and collected, and the primary contact information for the System Administrators. The contact information includes System name and address, contact person's name, contact phone numbers and contact email address, if available.

Use this format for each customer:

Vendor name:	
Customer name:	
Customer contact:	
Customer phone number:	()
E-mail address	

1. How many of Vendor's Video Laryngoscopes does this customer use?
- 2.
3. When were the devices first put into service by the customer?
4. What software and methodology does the customer use to capture and transmit data recorded by the devices?

COST PROPOSAL FORM

Vendor Name: _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED SEPARATELY FROM THE TECHNICAL PROPOSAL TO: spost@medstar911.org with a "read" receipt requested. Remember to attach a copy of the **Binding Response Form** as a cover sheet to this Cost Proposal.

PRICING

QUANTITY	ITEM	MAKE AND MODEL	UNIT PRICE
EACH	Video Laryngoscope		
EACH	Disposable Blades	Size 0-4	
ANNUAL	SERVICE AGREEMENT	xxxxxx	
(optional)	ESTIMATED FMV OF EXISTING STOCK OF Video Laryngoscopes	ALL	

Vendor Name _____

Authorized Signature: _____

Contact Name (please print): _____

Title: _____

Telephone: _____

Email address: _____