



**Request for Proposals**

**Panasonic Toughbooks**

**November 9, 2018**

**RFP# IT2018-0002**

**Emergency Medical Services Authority (EMSA)**  
**1111 Classen Drive**  
**Oklahoma City, OK 73103**

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## 1) Process Overview and Procedures

### 1.0 Proposal Background

The Emergency Medical Services Authority (EMSA) invites your firm to submit a proposal for products and/or services as described within this Request for Proposals (RFP). The expected outcome of this RFP process is the satisfaction of EMSA products and/or service requirements, as listed in this RFP, from one or more vendors.

EMSA is seeking to replace its existing fleet ePCR (Electronic Patient Care Report) tablets. The tablets are used by Paramedics and EMTs in the field to electronically document the patient care provided to the patients of the EMS system.

### 1.1 Company Overview

EMSA is Oklahoma's largest provider of pre-hospital emergency medical care. We provide ambulance service to more than 1.1 million residents in central and northeast Oklahoma.

EMSA and its contractors employ approximately 650 people, including paramedics, emergency medical technicians, system status controllers, dispatchers, and healthcare billing and information technology specialists. The Medical Control Board, a group of Oklahoma emergency physicians, provides independent medical oversight for EMSA, develops treatment protocols and conducts quality improvement activities.

EMSA provides more than 150,000 emergency and non-emergency transports per year and is nationally recognized for its high performance and superior patient care. The EMSA system has one of the highest cardiac arrest survival rates in the U.S. and is accredited by the Commission on Accreditation of Ambulance Services and the National Academies of Emergency Dispatch.

EMSA has provided advanced life support ambulance service in Oklahoma since 1978. The authority was established as a public utility model and independent trust authority of the city of Tulsa. It expanded in 1990 to become a trust authority of the city of Oklahoma City. Today, EMSA's service area is nearly 900 square miles. Its Eastern Division includes Tulsa, Sand Springs, Bixby, and Jenks. EMSA's Western Division includes Oklahoma City, Edmond, Mustang, Nichols Hills, Piedmont, The Village, Lake Aluma, Arcadia and Valley Brook.

EMSA is governed by an 11-member Board of Trustees appointed by the cities it serves.

## 1.2 Contacts

Direct all inquiries to the following designated contact:

**Frank Gresh, CIO**  
**EMSA**  
**1111 Classen Drive**  
**Oklahoma City, OK 73103**

**Direct all email correspondence to [greshf@emsa.net](mailto:greshf@emsa.net).**

## 1.3 Schedule

The following events are tentatively scheduled for the proposal process:

Date for issuance of RFP	November 9 <sup>th</sup> , 2018
Publication dates	November 16 <sup>th</sup> , 2018 November 30 <sup>th</sup> , 2018
Written questions, if any, submitted by proposers	December 7 <sup>th</sup> , 2018
Answers to submitted questions	December 10 <sup>th</sup> , 2018
Proposal responses due	1:00pm Local Time December 20 <sup>th</sup> , 2018
Proposals opened publicly	2:00pm Local Time December 20 <sup>th</sup> , 2018
Final selection awarded and notification	No Later Than January 24 <sup>th</sup> , 2019

## 1.4 Pre-Bid Conference

EMSA is not planning to hold a pre-bid conference at this time.

## 1.5 Duration of Offer

Proposals provided in response to the RFP should be valid for a minimum of 180 days.

## 1.6 Preparation Cost

EMSA shall not be liable for any costs incurred in the preparation of proposals to respond to this RFP or any costs for clarifying answers, negotiating price, or testing equipment (prior to award). EMSA reserves the right to reject any or all proposals.

## 1.7 Response Format, Deadline, and Delivery

All proposals must be typewritten on 8-1/2 x 11 papers and contain a table of contents delineating responses to each section. Proposals must be organized and indexed in the format identified herein in Sections 1, 2 and 3. Proposer(s) must provide:

- a. One (1) copy of the response in the format outlined bound in such a way that it can easily be taken apart to make copies.
- b. A PDF (or equivalent) electronic copy of the response is required. It may be sent via email by the due date or included with the proposal package. If sent via email, the subject line should clearly state that it is a vendor's proposal and reference this RFP. It should be sent to the contact listed below.

While EMSA is not looking to receive voluminous responses, the response should be written with such specificity and clarity as to respond to each requirement (especially in section 3) clearly so that a non-technical reader would understand the response.

All responses should be sent to the addressee below by the deadline listed in the schedule:

**Frank Gresh  
EMSA  
1111 Classen Drive  
Oklahoma City, OK 73103**

**Email: greshf@emsa.net**

**The package should clearly state the fact that this is a vendor's proposal and reference this RFP.**

### **1.8 Official Contacts Only**

Proposers are advised that all correspondence regarding this procurement should be made in writing to the above listed contact via regular mail or via email.

Answers to substantive questions raised by any proposer shall be sent in written form to every proposer. Proposers are advised against contacting any EMSA staff member, Trustee, or contractor employee other than the contact listed above. Any such contact prior to the notice of intent to award could be grounds for disqualification of the proposer. Any information obtained by proposers from any source other than written communication from the contact listed above should be considered unofficial and quite possibly in error.

### **1.9 Errors and Omissions**

EMSA shall not be responsible for any errors or omissions by any bidder and retains the right to reject any non-conforming goods or materials.

### **1.10 Compliance with Laws and Regulations**

All proposers agree to comply with federal, state and local laws, ordinances, rules and regulations. It shall be the sole responsibility of the proposer to be fully familiar with all laws, ordinances, rules and regulations that apply to the services and goods provided pursuant to the contract, and to comply thereunder always.

Furthermore, the proposer agrees to perform in accordance with the provisions of the contract and all applicable laws, ordinances, rules and regulations, including but not limited to those pertaining to Equal Employment Opportunity, qualifications to do business in the State of Oklahoma, the furnishing of services or goods contemplated by the RFP, applicable privacy laws, and environmental matters.

### **1.11 Risk of Loss**

Successful bidder agrees to bear all risk of loss, injury, or destruction of goods and materials ordered because of this contract which occur prior to delivery to EMSA; and such loss, injury, or destruction shall not release seller from any obligation thereunder.

### **1.12 Indemnification**

The proposer (as indemnitor) will be required to indemnify, defend, save and hold EMSA, Beneficiary and Non-beneficiary Jurisdictions, agents, successors and assigns (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and omissions of the proposer in its performance or non-performance under the contract, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government Proposer(s) on EMSA by reasons of the direct or indirect actions of the proposer. These obligations will survive and remain in force after the expiration or termination of the contract and are unlimited; provided, however that these obligations are not intended to cover claims against EMSA arising solely from EMSA's own negligence or intentional misconduct. For purposes of this section, the term EMSA shall include EMSA, its officers, Board of Trustees, the Office of the Medical Director, the Medical Control Board and employees of the forgoing entities.

### **1.13 Addenda and Interpretations**

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all the proposers. EMSA is not bound by any oral representations, clarifications, or changes made in the written specifications by EMSA employees unless such clarification or change is provided to bidders in written addendum form from the designated contact. EMSA reserves the right to amend, revise or waive any portion of a request for proposal including by way of illustration: (i) the specifications and (ii) time periods for submission or opening of bids.

## 2) Proposer Information

### 2.0 Company Profile

The proposer must provide a history for their company. Information to be included in this section is tax identification number, age of company, number of employees, experience with comparable accounts, and a brief description of the existing relationship with EMSA, if there is one, including past purchases in excess of \$50,000.

### 2.1 Team Members

The proposer should outline all sales, operational, customer service and technical contacts within your organization to be included in the execution of the proposed solution.

### 2.2 Product Support

All proposals should outline the proposer's and/or manufacturer's customer support methodologies as well as examples of how the customer support is provided. Further information about warranties and support should be outlined in section 3 where indicated.

### 2.3 References

The vendor must provide three (3) current customer references.

Description	Reference #1	Reference #2	Reference #3
Name			
Title			
Company			
Address			
Phone Number			
Email Address			
Similar Systems Installed			
Similar Services Provided			
Application Description			
Dates of Engagement			

### 2.4 Reference Contact

Personnel of EMSA, or representatives upon consent of EMSA principal contact, may contact the Proposer's references as submitted in its proposal to substantiate the proposer(s) capabilities and reliability, proposer(s) performance, and overall service. Proposer(s) is expected to cooperate fully with EMSA personnel or its selected representatives to verify proposer claims.



## **2.5 Financial Profile**

Each proposer must provide financial background of their organization for evaluation of the stability of the company.

## **2.6 Terms of Payment**

The proposer must stipulate that payment is due forty-five (45) days after the delivery and acceptance of the equipment. The proposer must stipulate that it will accept payment via electronic methods. The proposer agrees to invoice all items on a single invoice.

## **2.7 Insurance**

Provide all pertinent information related to the proposer(s) insurance carriers and levels of coverage, including liability, worker's compensation, malpractice, etc.

## **2.8 Non-Collusion**

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any another vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of EMSA has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

## **2.9 Non-Exclusion from Medicare and/or Medicaid**

Neither proposer(s) nor any officer, director, employee, agent, or owner of proposer(s) shall have been excluded from participation in neither the Medicare Program nor any state Medicaid Program.

## **2.10 Deal Registrations**

It is EMSA's intent to create an environment that is as equal as possible for all proposers. We understand that deal registration is a normal aspect of some vendors' channel programs. Unfortunately, deal registration can lead to an unlevel playing field for some proposers. As such, EMSA requests that there be no deal registrations for the purposes of this RFP. Proposer(s) should attest to this in their response.

## **2.11 Shipping, Handling, and Freight Costs**

All shipping, handling, and freight costs should be included the proposal.

## 3) Solution Overview and Requirements

### 3.0 Solution Overview

EMSA is seeking to replace its existing fleet of Microsoft Surface Pro 3 tablets.

EMSA has had good experiences with the Panasonic Toughbook line of products, so we intend to go back to that through this RFP process.

The purpose of this RFP is to acquire 123 new Panasonic CF-20 Toughbooks, extended warranties and imaging services.

### 3.1 Requirements

Responder must provide a proposal that meets all requirements outlined below. This should include a description of all project management that will be done for the project from the signed contract through to the acceptance testing at EMSA. Non-compliance to any of the requirements could be grounds for disqualification of a proposal.

#### Hardware

EMSA is seeking 123 Panasonic Toughbooks, SKU number CF-20G1165VM. These must be new Panasonic devices and not used nor refurbished.

#### PC Minimum Specifications

At a minimum, the proposed solution should meet these specifications:

- OS: Windows 10 Pro
- CPU: Intel Core i5-7Y57 1.20GHz or greater
- Memory: 16GB RAM
- Storage: 256GB Solid State Drive or larger
- Display: 10.1" WUXGA Gloved Multi Touch + Digitizer LCD

The remainder of the specifications should match those of the above referenced SKU from Panasonic.

#### Spare Battery

Please include pricing for a second battery for each device.

#### Spare Stylus/Tether

Please include pricing for a spare stylus and tether for each device.

#### Spare Stylus/Tether

Please include pricing and options for 106 in vehicle chargers. This is not envisioned to be a dock or anything that will be installed, we are specifically looking for additional AC or DC adaptors to plug in to the tablets for in vehicle charging.

## Software

### Operating System

Microsoft Windows 10 Pro 64-bit will be the required Operating System.

### End User Applications/Imaging

Proposer will assist EMSA in developing a base image for the Toughbook that will be deployed on the devices before they ship from the proposer to EMSA. This image will contain all the software that EMSA requires to be installed plus all other customizations (security, access control, etc.) required to deliver a fully functional device to EMSA. Proposer shall price separately the on-going maintenance of that image so that the image can be updated as needed and all devices sent in for repairs can be sent to EMSA with the then current image already loaded on them.

Presently, the tablets are locked down tightly through modifications of the registry and other operating system tools in order to prevent unauthorized use of the computer. Proposers should indicate their organization's capabilities to assist EMSA with this lockdown process.

## **3.2 Warranties and Support**

Documentation of manufacturer warranties should be provided. The equipment manufacturer must guarantee in writing the availability to obtain replacement parts for a minimum of seven (7) years from the date of purchase.

Please provide pricing and information on all support and extended warranty offerings available from both the manufacturer and proposer. EMSA is particularly interested in extended coverage for a five (5) year period of time. That extended coverage should include options for unlimited repair of the device for all accidental damages as well.

EMSA is used to very prompt turn-around on equipment sent in for repair. Please describe your process for handling required repairs including shipping processes, turnaround time, and return processes.

## 4) General

### 4.0 Contract

The contract shall be prepared under the direction of EMSA, and shall incorporate all applicable provisions and provide the following:

Additional unanticipated expenses generated by the nature of the services needed under this contract may be reimbursed by EMSA upon prior agreement with the proposers.

### 4.1 General Terms and Conditions

EMSA reserves the right to reject all proposals submitted or to negotiate separately with any source in any manner necessary to serve the best interest of the project.

EMSA advises that all proposals submitted under this RFP will become the property of the EMSA and will not be returned.

Budgets and price quotations are considered public information in proposals submitted to EMSA. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets as proprietary may also render the proposal non-responsive.

EMSA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the proposer(s). Any contract cancellation notice shall not relieve the proposer(s) of the obligation to deliver or perform on all outstanding orders issued prior to the effective dates of cancellation. Further, EMSA reserves the right to terminate any resulting contract immediately if the proposer(s) breaches any terms or conditions of such contract or if the proposer(s) makes a general assignment for the benefit of creditors or voluntarily or involuntarily becomes bankrupt and has not cured such bankruptcy after 90 calendar days. Such right of termination is in addition to and not in lieu of any other remedy that EMSA may have in law or equity.

### 4.2 Assignment

With the exception of installation services as outlined in section 3.2, the proposer(s) shall not assign any portion of the contract for services to be rendered without first obtaining written consent from EMSA. Any assignment made contrary to the provisions of this section shall terminate the contract and, at the option of EMSA, shall not convey any rights to the assignee. Any change in proposer's ownership shall, for purposes of the contract, be considered a form of assignment. EMSA shall not unreasonably withhold its approval of requested change in ownership, so long as the transferee is of known financial and business integrity.

#### **4.3 Permits and Licenses**

The proposer shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its duties under the contract.

#### **4.4 Compliance with Laws and Regulations**

All services furnished by the proposer under the contract shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be the proposer's sole responsibility to be fully familiar with all laws, rules, and regulations that apply to the services provided by the proposer, and to comply there under at all times.

Non-compliance to any of the requirements could be grounds for disqualification of a proposal.

#### **4.5 Relationship of the Parties**

Nothing in the contract resulting from this RFP shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the contract. Nothing in the contract shall create any right or remedies in any third party, it being solely for the benefit of EMSA and the proposer.

#### **4.6 Rights and Remedies Not Waived**

The proposer will be required to covenant that the provision of services to be performed by the proposer(s) under the contract shall be completed without further compensation than that provided for in the contract. The acceptance of work under the contract and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the contract. In no event shall payment of consideration by EMSA constitute or be construed to be a waiver by EMSA of any default or covenant or default by the proposer(s). EMSA's payment shall in no way impair or prejudice any right or remedy available to EMSA with respect to such default.

#### **4.7 Consent to Jurisdiction**

The proposer and its ultimate parent corporation shall consent to the exclusive jurisdiction of the courts of the State of Oklahoma or a federal court in Oklahoma in any and all actions and proceedings between the parties hereto arising under or growing out of the contract. Venue shall lie in Tulsa County, Oklahoma.

#### **4.8 Cost of Enforcement**

If either EMSA or the proposer(s) institutes litigation against the other party to enforce its rights pursuant to the contract, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be reimbursed within ninety (90) days after receiving notice of the party which prevails.

## 5) Evaluation of Proposals

### 5.0 Evaluation Overview

EMSA reserves the right to accept or reject any or all proposals. EMSA also reserves the right to award the contract for any such materials, goods, or services as EMSA deems will best serve its interests. Several factors in addition to costs will be taken in to account when evaluating bids.

### 5.1 Evaluation Process

EMSA will evaluate each proposal based upon the following:

- Proposer's background and experience in working with this type of project
- References provided (minimum of three (3) required)
- Bid submission, completeness and compliance with requirements
- Value-added offerings – should the proposer(s) have any value-added offerings; they will be evaluated for their benefit to EMSA
- Price – pricing will not be the sole determining factor. EMSA reserves the right to select a vendor for demonstrable reasons other than low bid.

### 5.2 Award of Contract

EMSA will award the contract(s) within the purview of this bid and subject in each instance to the Purchasing Policy and Procedure of EMSA as the same may be periodically amended. EMSA reserves the right to purchase some or all the products and services requested in this RFP based upon budgetary concerns or any other reasons.

### 5.3 Vendor Selection

The Proposer(s) in which the award is made will be based on whose offer is considered the best when evaluated against established criteria and all other offers. Cost is not the primary focus of the award, but is a factor taken into consideration. Criteria shall include, but not be limited to: applicable and appropriate qualifications, experience, referenced successes, capabilities, value-added offerings and cost.