



**The Via Foundation
1725 Clay Street, Suite 100
San Francisco, CA 94109**

and

**Rural/Metro Corporation
1345 Vander Way
San José, CA 95112**

Request for Proposal

For

Preferred Automated External Defibrillator Vendor

Santa Clara County EMS Project Heartbeat

**Issued: December 5, 2012
Due: Jan 15, 2013**



Section 1.0

General Information and Scope of Work

1.1 Introduction/Purpose

The Via Foundation (hereinafter referred to as VIA) and the Rural/Metro Corporation invite your organization to submit a written proposal to become the Preferred AED Vendor for the Santa Clara County EMS Project Heartbeat AED Program. Proposals shall be due no later than 5:00 pm on January 15, 2013 by email or fax.

The Santa Clara County EMS Project Heartbeat is a collaborative effort between Santa Clara County EMS, The Via Foundation, and Rural/Metro Corporation ("Rural/Metro"). The County is comprised of fifteen cities with a population of 1,748,976. The program will strive to increase the survival rate from sudden cardiac arrest (SCA) by placing new automated external defibrillators (AEDs), increasing the amount of people trained in CPR, and ensuring the readiness status and compliance of all existing AEDs owned by participating agencies. Public education and awareness will be addressed by a Community Education campaign that will teach compression-only CPR, how to use an AED, and how to interpret and respond to the signs of sudden cardiac arrest.

Program Outline

Key components of the program include the following:

- Steering Committee
- Program Management
- Maintenance Program
- CPR Training
- Approved Distributors
- AED Sales
- Heart Safe City Challenge
- Volunteer Project
- Community Education Campaign
- Event Response
- Preferred Vendor

Steering Committee

A Steering Committee will be formed to advise the program. This committee will be made up of members of city governments, police agencies, fire agencies, and community members. The group will meet regularly and will approve donation requests, assist with identifying fundraising opportunities, discuss program goals, and promote the program within their respective communities.

Program Management

Program Management Services will be provided by The Via Foundation and will include On Site Supervisors, AED registry, community outreach, branding assistance, and volunteer management.



Maintenance Program

Maintenance Services will be offered to support all AEDs, both private and public. Maintenance Services will include all aspects of compliance with California's Health and Safety Code and be provided by The Via Foundation or approved distributors.

CPR Training

CPR Training will be offered by local training sites and Rural/Metro. Rural/Metro will hold a community CPR class monthly at their facility. In addition, we will work with the schools to schedule a 50-minute CPR/AED overview in every health class or PE class to ensure all students learn lifesaving skills prior to graduation.

Approved Distributors

Approved Distributors may actively sell AEDs to private and public entities within the county and will receive the approved pricing on the Preferred Vendor's AED.

AED Sales

An increase in AED sales is expected as local businesses and organizations become aware of the program through our community outreach efforts. The preferred vendor's brand of AED will be made available through our Approved Distributor network at a special rate for all Santa Clara County entities. An increased number of AEDs in the community will be encouraged through the program.

Heart Safe City Challenge

The cities within Santa Clara County will be given the opportunity to participate in the Heart Safe City Challenge. The goals of the challenge will be:

- A certain percentage of AEDs (relative to the population).
- A certain percentage of people trained in CPR (relative to the population).
- All existing AEDs registered with the county registry.
- All other goals and requirements are to be determined.

Volunteer Project

The Volunteer Project will be a group of registered volunteers willing to help with staffing booths, teaching hands-only CPR, distributing brochures, conducting "Mock Shock" events, and educating the public about the program. The website will include a sign-up form for volunteers and will be managed by The Via Foundation.

Community Education Campaign

Rural/Metro will increase community awareness by attending community events and utilizing the services they already have in place to aid with this effort. Invaluable services will include hands-only CPR events, booths at health fairs, registration cards, and EMS personnel distributing brochures and suggesting program participation while out in the field. We will strive to work with a local sports team to create a PSA that will air on local stations and increase awareness about SCA and AEDs. The Via Foundation will assist with Community Outreach and Education by coordinating booth staffing and volunteers, as well as assisting with presentations to groups and organizations.

Event Response

Rural/Metro's 24/7 supervisors will receive notification via phone, text, or email regarding the deployment of the AED. They will visit the site, download the event data, send it to the medical director for review, and coordinate Rural/Metro's grief counselors to visit the site, as needed.



Preferred Vendor

A Preferred Vendor will be chosen based on the results of this Request for Proposal (RFP). In return for being chosen as the preferred AED brand for the program, the Preferred Vendor may agree to supply a combination of a rebate for every AED purchased through the Approved Distributor Network, and a community outreach/program management fee to assist with the promotion and management of the program. The participating agencies will not be required to use the Preferred Vendor, but participation will be encouraged in order to maintain standardization throughout the county. In return, the Preferred Vendor will receive increased sales, the prestige and status of being the Preferred Vendor for Santa Clara County, and will be able to use this information in sales and marketing tools and materials. The Preferred Vendor must distribute their AED to the Approved Distributors for the program, at the same price point.

The Approved Distributors and the Program Management Company shall provide the program with the following:

- Community Outreach
- Marketing/Branding
- Site Assessments
- Wall Cabinets
- Signage
- County Registration
- Training
- Policy and Procedure documents
- Medical Authorization
- Medical Direction
- Monthly Maintenance email reminders
- Expiration date tracking
- Trained Responder Tracking

There will be no need for the Vendor to provide any of the above items.

Proposal Terms & Conditions

Confidentiality

Vendors may be provided confidential information about The Via Foundation and Rural/Metro, its subsidiaries and affiliates, and that this confidential information is of special and unique value to The Via Foundation, Rural/Metro, its subsidiaries and affiliates. Vendor agrees that for three (3) years after the close date of the RFP, Vendor will not without the written consent of an authorized party from The Via Foundation and Rural/Metro, its successor or assigns, disclose any confidential information to any person, firm, corporation, or other entity for any purpose whatsoever or use such information for any purpose not provided for in this RFP. Further, Vendor agrees to keep the existence and terms of this RFP confidential, including without limitation the terms of any proposal or response, and/or other Via Foundation and Rural/Metro information provided.

No Reliance; Disclaimer of Accuracy of RFP

Rural/Metro and The Via Foundation have attempted to accurately describe the product(s) and/or service(s) it is requesting a quotation on. However, The Via Foundation and Rural/Metro's business



needs do change over time and may require a different course of action than originally anticipated here. The Via Foundation and Rural/Metro Corporation disclaims all representations and warranties of accuracy or completeness of this RFP including actual quantities of product and services needed. Further, vendor by submitting a response, acknowledges that it has not relied upon any representation of The Via Foundation or Rural/Metro that either entity will purchase any product and/or service from vendor.

Compliance with the Law

Vendor agrees to be in compliance with all applicable law, as defined herein, related to this RFP and shall immediately notify Rural/Metro in the event it has failed to comply with this provision. "Applicable Law" shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or Executive Orders, as amended, applicable to the product(s), service(s) and/or obligations of the Vendor hereunder.

Reservation of Rights

The Via Foundation and Rural/Metro reserves the right to ask questions of any or all Vendor regarding their responses. In addition, The Via Foundation and Rural/Metro may, in response to its questions or questions from Vendor, amend these instructions to Vendor by means of an addendum. Further, The Via Foundation and Rural/Metro, in its sole discretion, reserves the right to modify, alter, suspend, cancel and/or re-create this RFP at any time, as well as to waive informalities and minor irregularities in a RFP response.

Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award:

Issue Request for Proposal (RFP)	December 5, 2012
Express Interest in RFP	December 15, 2012
Last day for questions	January 5, 2013
Proposals due	January 15, 2013
Evaluation/Award	January 31, 2013
Start Work	February 14, 2013

The Preferred Vendor shall not commence work until a contract is signed between the issuing RFP agency and the awarded vendor.

Express Interest

All those who would like to be included in emails regarding questions or changes to the RFP must email liz@theviafoundation.org by December 15th, 2012, expressing interest. This is non-binding, those who express interest are not required to submit a proposal.

Questions regarding the RFP

All questions concerning this RFP may be directed towards Liz Lazar via email, liz@theviafoundation.org. Responses to all questions will be emailed only to all those who have expressed interest in the RFP.

**Submittal Deadline**

Completed Proposals should be emailed to liz@theviafoundation.org, or faxed to 415-226-0675 before the deadline of January 15, 2013 at 5:00 pm PST. Vendors may confirm receipt of proposals via email at liz@theviafoundation.org

Additional Proposals

Vendors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Vendors submit more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1", "Alternate Proposal 2", etc....

Modifications of Proposals

Any Vendor who wishes to make modifications to a proposal already received may withdraw their proposal by emailing liz@theviafoundation.org and re-submitting the modified proposal via email. Any modified proposals must be submitted before the deadline.

Proposal Validity

Proposals submitted hereunder shall be firm for 90 calendar days from the due date unless otherwise qualified.

Proposal Content/Format

To be considered responsive, proposals should address all items identified in the section: Preferred Vendor

Evaluation of Proposals

The successful Vendor shall be chosen in accordance with, but not limited to, the following criteria:

1. AED Rebate: The Vendor may submit a proposal which includes a rebate on every AED purchased in the county through the Approved Distributor network. If proposed, this rebate is to be distributed quarterly.
2. Program Management and Community Outreach Fees: The Vendor may include a flat annual fee in the proposal to assist the county with expenses incurred with managing the program.
3. Price of AED: The Vendor will include the price point to which the Vendor will sell their brand of AED to the Approved Distributors for the purposes of the program. The Price should include an AED, carrying case, one battery, and 2 sets of electrodes. If the manufacturers recommended guidelines recommend a spare battery, the AED price should include this as well. Keep in mind that the Approved Distributors will be marking up the AED for resale.
4. Agreement to utilize Approved Distributors: The Approved Distributors will be vetted by the Program Management Company. The Preferred Vendor must agree to supply all Approved Distributors with their AED at the set price point, even if they have not been a distributor for this particular product before.
5. Indemnification: The Vendor shall provide an Indemnification Agreement that includes coverage for both trained and untrained AED users, AEDs, batteries and electrodes.



6. Customer and Technical Support: The Vendor shall guarantee customer and technical support in the event of a recall or upgrade, and agrees to work with the Approved Distributors on support issues.

7. Average Lead Time for AEDs, Batteries, and Electrodes: The Vendor shall include the average lead time for receiving both new AEDs and replacement supplies. If this average lead time is exceeded during the program, due to backorder or stop ship, the Vendor may be subject to be changed.

8. Warranty: Please specify the length of warranty for the AED provided. Longer warranties will be given better consideration.

9. Extras: If the Vendor would like higher consideration, please include items or services that the Vendor will provide to the program and the cost, if any. These may include, but are not limited to:

Mannequins
Training units
Posters
Marketing materials
Bi-lingual marketing materials
Rescue kits, please list contents
Event download software

Defibrillator specifications

The AED offered by the Vendor must be FDA approved, reasonable for use by the lay user, and in compliance with American Heart Association Emergency Cardiovascular Care Guidelines. The AED must be new, not refurbished or over 6 months from manufacturer date, when sold to Approved Distributors.

Renewal

The Contract with the Preferred Vendor will be reviewed on an annual basis. Renewal will be annually, contingent on the Vendor performance in proving deliverables in a timely manner and the successful nature of the relationship between the Vendor and the program. Either the Program Management Company or the Vendor may choose to decline renewal for any reason. Renewals will be indefinite. Depending on the previous year, both the Program Management Company and the Vendor may renegotiate the fees, rebates provided each year.

Thank you for helping us make Santa Clara County a Heart Safe Place to live, learn, work and play!