



**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION**

NON-EMERGENCY W/SECURITY GUARD

**BID NUMBER
691013**

OPENING DATE: 11/18/2009

BID REQUEST

Buyer No. 04

SUNG YE JACOBS

414-223-8128

**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT**

City Campus
2711 W. Wells Street
5th Floor
Milwaukee, Wisconsin 53208

Bid Number 691013

Posting Date: September 25,
2009

Submission Date: 11/18/2009

Note: ALL BIDS/QUOTES/RFPs are to be downloaded from the Milwaukee County website <http://www.milwaukee.gov>

COMMODITY:

TRANSPORTATION NON-EMERGENCY
W/SECURITY GUARD

TIME AND PLACE:

Sealed bids for furnishing the following will be received at the office of the Milwaukee County Procurement Office, 2711 W. Wells Street, 5th Fl. Milwaukee, Wisconsin 53208 until 1:30 P.M. on 11/18/2009. Bids will be opened and read the same day at 2:30 P.M. at the Procurement Division Office.

We agree to furnish the above according to your specifications, at prices hereon and according to conditions on this form.
ONLY CASH DISCOUNTS OF 30 DAYS OR MORE SHALL BE DEDUCTED IN DETERMINING THE LOW BIDDER
Cash discount for payment following acceptance of goods and receipt of invoice _____% _____ days.
Delivery shall be made not later than _____ work days after receipt of order. (FOB Destination) (Freight Included)
BIDS NOT MANUALLY SIGNED SHALL NOT BE ACCEPTED

Please print the following:

Firm Name _____
Address _____
City & State _____ Zip _____
Phone No. _____
Fax No. _____
Name/Title _____
Signature _____ Date _____
Email _____

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SPECIAL INSTRUCTIONS:

TRANSPORTATION NON-EMERGENCY W/SECURITY GUARD

PREVIOUS BID #681002

FURNISH THE FOLLOWING TO THE MILWAUKEE COUNTY BEHAVIORAL HEALTH DEPARTMENT AS DIRECTED FOR THE PERIOD OF 11/25/2009 TO 11/24/2010.

VENDOR MUST SUPPLY TWO (2) COMPLETE BID PACKETS OR BID MAY BE REJECTED.

A PRE-BID MEETING WILL BE HELD AS SPECIFIED:

PLACE: MILWAUKEE COUNTY BEHAVIORAL HEALTH
9455 W WATERTWON PLANK ROAD, ROOM 1070

DATE: OCTOBER 19, 2009

TIME: 1:30 P.M.

PER SPECIFICATION NO. #630.33668

BID NOTES:

Award will be made to the lowest qualified, responsive, responsible bidder as defined in chapter 32.20 of the Milwaukee County ordinances.

Cooperative Purchase

Would you be willing to extend the pricing from any contract that may result from this bid to other V.A.L.U.E. members of local government entities in the southeastern Wisconsin area?

Yes _____ No _____

Please be advised that the award of this bid by Milwaukee County is NOT contingent upon your agreement to the above request. If, however, you agree to extend to any other agencies, each agency will be responsible for issuing and administering its own contract and resulting purchase order.

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Insurance Requirements**Indemnity**

Except for acts done or taken at the direction of or pursuant to county policy or procedures, the contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the county, and its agents officers and employees, from all loss or expense including costs and attorney's fees by reason of statutory benefits under workers compensation laws, and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the contractor, or it's (their) agents which may arise out of or are connected with the activities covered by this agreement.

Insurance

Contractor agrees to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for workers compensation claims as required by the state of Wisconsin, including employers liability, and business insurance covering general liability and automobile coverage in the following minimum amounts:

Workers Compensation (WI) or statutory proof of all states coverage
Employers liability \$100,000/\$500,000/\$100,000

Comprehensive General Liability

Bodily injury and property damage \$1,000,000 per occurrence
(incl. personal injury, fire, legal & contractual & products/\$1,000,000 general aggregate completed operations)

Automobile Liability

All autos and/or non-owned

Bodily injury & property damage \$1,000,000 per accident

County shall be named as additional insured, as its interests may appear, and be afforded a thirty (30) day written notice of cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement. Coverages shall be placed with an insurance company approved by the state of Wisconsin and rated "A" per Best's key rating guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to county, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the county for approval prior to the commencement of activities under this agreement.

Certificate of Insurance is to be sent to the Milwaukee County Procurement Division, 2711 W. Wells Street, Milwaukee, WI 53208

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Code of Ethics

No person(s) with a personal financial interest in the approval or denial of a contract being considered by a county department or with an agency funded and regulated by a county department, may make a campaign contribution to any county official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a county department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.15 unless an acceptance by an elected official would conflict with this section.

RENEWAL CLAUSE- "SAID CONTRACT WILL BE FOR A TERM OF ONE YEAR. THE CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL TERM OF ONE YEAR UNDER THE SAME TERMS AND CONDITIONS UPON THE MUTUAL CONSENT OF THE COUNTY AND VENDOR, AND AT THE END OF SAID RENEWAL TERM AND UNDER THE SAME CIRCUMSTANCES, THE OPTION TO RENEW FOR ANOTHER YEAR TERM THEREAFTER MAY BE EXERCISED."

HOWEVER, 90 DAYS PRIOR TO THE EXPIRATION OF THE YEARLY TERM, THE VENDOR IS TO SEND A LETTER TO THE PROCUREMENT DIVISION STATING A WILLINGNESS TO RENEW. THE AWARD OF THIS BID WILL BE MADE IN THE AGGREGATE TO THE LOWEST QUALIFIED BIDDER.

Non-Collusion Statement

By signing on this document, vendor/contractor certifies that bid has been made without any connection with any other vendor/contractor and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any employee of Milwaukee County is interested therein, directly or indirectly unless otherwise stated.

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7 BID ITEMS

511 MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION SHIPPING & RECEIVING CENTER 9455 WATERTOWN PLANK ROAD MILWAUKEE, WI 53226

**001 M7098105645 U/M EACH REQUISITION #: RX6300000033668
QTY: TRANSPORT SERVICE -
NON-EMERGENT PATIENT TRANSPORT - 2.1 MILES TO 5 MILES (VAN)**

\$ _____ EACH

511 MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION SHIPPING & RECEIVING CENTER 9455 WATERTOWN PLANK ROAD MILWAUKEE, WI 53226

**002 M7098105650 U/M EACH REQUISITION #: RX6300000033668
QTY: TRANSPORT SERVICE -
(VAN) NON EMERGENT PATIENT - TRANSPORT BETWEEN 5.1 MILES AND 10 MILES**

\$ _____ EACH

511 MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION SHIPPING & RECEIVING CENTER 9455 WATERTOWN PLANK ROAD MILWAUKEE, WI 53226

**003 M7098105655 U/M EACH REQUISITION #: RX6300000033668
QTY: TRANSPORT SERVICE -
(VAN) NON EMERGENT PATIENT - TRANSPORT OVER 10.1 MILES**

\$ _____ EACH

511 MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION SHIPPING & RECEIVING CENTER 9455 WATERTOWN PLANK ROAD MILWAUKEE, WI 53226

**004 M7098104820 U/M MILE REQUISITION #: RX6300000033668
QTY: TRANSPORT SERVICE -
MILEAGE -

FOR OUT OF COUNTY TRANSPORTS**

\$ _____ MILE

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511 MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION SHIPPING & RECEIVING CENTER 9455 WATERTOWN PLANK ROAD MILWAUKEE, WI 53226

005 M709810 U/M HR REQUISITION #: RX6300000033668

**QTY: TRANSPORT SERVICE -
TRANSPORT SERVICE -**

PRICE PER HOUR FOR SECURITY GUARD

\$ _____ HR

511 MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION SHIPPING & RECEIVING CENTER 9455 WATERTOWN PLANK ROAD MILWAUKEE, WI 53226

006 M7098105660 U/M EACH REQUISITION #: RX6300000033668

**QTY: TRANSPORT SERVICE -
NON-EMERGENT PATIENT TRANSPORT - UNDER 2 MILES**

\$ _____ EACH

511 MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION SHIPPING & RECEIVING CENTER 9455 WATERTOWN PLANK ROAD MILWAUKEE, WI 53226

007 M697925 U/M HR REQUISITION #: RX6300000033668

**QTY: TEMPORARY SERVICE
TEMPORARY SERVICE**

CHARGE FOR COURT OFFICER

\$ _____ HR

GENERAL DIRECTIONS FOR BIDDING

1. **How to Bid**
All Bids shall be submitted on the official form furnished by the *Procurement Division* and identified with the firm name and manually signed. Unsigned bids shall not be considered. If this form does not provide sufficient space, bidders shall attach a sheet supplying the additional information. This sheet shall also be signed as required above to properly identify attachments.
2. **How to Amend a Bid Before Due Date and Time**
After a bid has been filed at the *Office of the Procurement Division* and the bidder desires to amend this bid, he may do so before the due date and time by filing an amendment fully identified with the original bid submitted by number, commodity and opening date. All of the conditions and provisions of the Invitation to Bid shall be in effect. *This must be submitted before the date and time for receipt of bid as set forth in the Invitation to Bid. No bids or amendments shall be accepted after the bid opening date and time specified.*

TERMS AND CONDITIONS OF BID

1. **Award**
The *Purchasing Administrator* reserves the right to award a separate contract for each item unless otherwise specified in the bid; any group of items, or all items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the *Purchasing Administrator*, the best interest of the County will be served thereby.
2. **Tie bids**
If there are tie bids, award shall be made in accordance with tie bid provisions as outlined in Chapter 32 of the Milwaukee County General Ordinances.
3. **Changes in specifications not permitted**
Do not change any of the terms of the specifications. Such changes shall constitute a counter offer. Any bids received with such changes shall be rejected.
4. **Execution of contract**
Successful bidder agrees to enter into contract with Milwaukee County and, when required, to furnish a performance bond of surety company authorized to do business within the State of Wisconsin in the amount specified on the Invitation to Bid, and to complete the affixing thereon of the necessary signatures of contractor and surety and return to the *Procurement Division* within fifteen working days of written request to do so.
5. **Delays in delivery**
Delays in delivery caused by bona fide strikes, government priority or requisition, riots fires, sabotage acts of God or any other delay deemed by the *Purchasing Administrator* to clearly and unequivocally beyond the contractor's control, shall be recognized by the County. The vendor may be relieved of meeting delivery time specified, if vendor files with *Purchasing Administrator* a request for extension of time, signed by a responsible official, giving in detail all the essential circumstances which, upon verification by the *Purchasing administrator*, Justifies such extension.
6. **Patents**
This order is given upon the condition that Milwaukee County is protected by the vendor against all liability, loss or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise hereby ordered, or any part thereof.
7. **Non-Discrimination**
The contractor, lessee, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 – Non Discriminatory Contracts.
8. **Delivery terms**
Bids shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you.
9. **Taxes**
Milwaukee County is exempt from Federal Excise **Tax** and Wisconsin State Sales **Tax**. Bids should be submitted without such **taxes**.
10. **Code of Ethics**
Milwaukee County Code of Ethics states in part, “No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer, or employee or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employees' vote, official action or judgment would be influenced thereby.”
11. **New and Unused**
Bids not meeting the minimum requirements specified shall be rejected. All merchandise shall be new and unused unless specified in the specifications.
12. **Funding**
If funds are not appropriated for payment of this contract, Milwaukee County may terminate contract at the end of any fiscal year upon 30 days written notice without any early termination penalties, charges, fees or costs of any kind to Milwaukee County.
13. **Retention of Records**
Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment under this contract
14. **Audit of Records**
Contractor shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of contractor related to carrying out the contract for a period of up to three years after completion of the contract. If subcontractors and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime contractor.

SECTION 32.20

(14) Computation of time limits expressed in hours or days shall exclude Saturdays, Sundays, and legal holidays.

32.26 PROTEST AND APPEAL PROCEDURE.

Protests to any sealed bid procurement or award recommended by the Purchasing Administrator may be made by any bidder and/or using department head as follows:

(1) Prior to Bid Opening:

- (a) Protests to form and content of bid documents shall be received by the Purchasing Administrator not less than five days prior to the time scheduled for bid opening. A protest shall be in writing and state the reason for it.
- (b) The Purchasing Administrator shall review protests and if modification is necessary, the bid opening date shall be extended and addenda containing the changes shall be sent to each bidder. If modification is rejected, the protestor shall be notified. The decision of the Purchasing Administrator is final.

(2) After Bid Opening:

- (a) Protests concerning irregularities on sealed bid opening procedures or compliance by bidders with bid documents shall be received by the Purchasing Administrator within 72 hours after time of bid opening
- (b) When a sealed bid is to be awarded to other than low bidder, all bidders shall be notified in writing by certified mail, return receipt requested, of the proposed award. Protests to the award must be delivered to the Purchasing Administrator within 72 hours after receipt of notice.
- (c) A Protest under either (a) or (b) must be in writing and state the reason for it. The Purchasing Administrator shall review the protest and notify the protestor of a decision in writing by certified mail, return receipt requested within five days. No contract shall be awarded while protest is pending. A protest, which is untimely, fails to state the reason for it or should have been made prior to bid opening, is invalid. The decision of the Purchasing Administrator disqualifying the protest for these reasons is final and cannot be appealed.

(3) Appeals to Purchasing Standardization Committee

- (a) Protests from decision of the Purchasing Administrator shall be made to the Purchasing Standardization Committee by delivering a written request for appeal hearing both to the Procurement Division and the Purchasing Standardization Committee within 72 hours after receipt of the Purchasing administrator's decision.
- (b) The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until final disposition of the protest.
- (c) The Chairman of the Purchasing Standardization Committee shall notify all interested persons of the time and place of the hearing.
- (d) The Purchasing Standardization Committee shall affirm, reverse or modify the decision of the Purchasing Administrator and its decision shall be final.

**Written appeals to the
Purchasing Standardization Committee
Shall be addressed as follow:**

**Purchasing Standardization Committee
C/O Milwaukee County Procurement Division
2711 W. Wells St, 5th Floor
Milwaukee, WI 53208**

**SPECIFICATIONS
FOR
SECURE PATIENT TRANSPORTATION and
SECURE PATIENT TRANSPORTATION WITH ADDITIONAL POSTED SECURITY GUARD**

1. SCOPE AND CLASSIFICATION

The intent of this specification is to describe the minimum requirements for the secure transportation of patients, as described by Milwaukee County Behavioral Health Division (MCBHD) or County. secure transportation services are required as follows:

- 1.1** Transport of patients to or from the patient’s residence, area hospital, healthcare facility, MCBHD, or other designated location, generally within the boundaries of Milwaukee County.

2. APPLICABLE DOCUMENT

- 2.1** Bidder shall meet or exceed local and state licensing requirements for the services specified herein.
- 2.2** A bidder that is fully compliant with all Medicare and Medicaid statutes and regulations will be preferred as long as all other provisions are met.

3. REQUIREMENTS

3.1 Service

- 3.1.1** Transportation shall be provided within **one hour** of notice, 24 hours per day, seven days per week, including weekends and holidays. Alternate time limits will be considered if one hour not available from any vendor.
- 3.1.2** Vendor shall pick-up patients no earlier than 60 minutes prior to the scheduled service appointment time, and the patient shall be delivered to the destination location no later than 15 minutes prior to the specified appointment time. Patients shall not be delivered prior to 8:00 a.m. on given appointment date, unless an earlier appointment has been specified.
- 3.1.3** Vendor shall pick-up the patient within 60 minutes after the call for pick-up.
- 3.1.4** Vendor shall pick-up the patient at the designated site, and provides assistance at the destination, as necessary, and returns the patient to the designated site, providing assistance as necessary. For inpatients, the term “designated” means the specific unit on which the patient resides. Special instructions will be provided at time of service request. For example; “inside front entrance and transfer to staff.” Transports to the Crisis Resource Center (CRC) will need to have the driver standby at the location for a maximum of 15 minutes while the center processes the patient. The patient, may at the end of that time require transport back to BHD or to another location, as determined by the CRC staff.
- 3.1.5** In case of inclement weather or other circumstances, MCBHD reserves the right (with one-hour notice) to either cancel or reschedule the trip for another date. There will be no payment if one-hour notice is given.
- 3.1.6** Vendor shall notify the respective ordering department within 30 minutes when a patient

refuses transportation or fails to be transported.

- 3.1.7** Patients shall not be left unattended for any reason. Furthermore, they shall not be left locked in the vehicle for any reason.
- 3.1.8** Vendor shall submit service tickets for conveyance, recording patient name, pick-up location, time of pick-up, and time-in at the pick up point and time-out at the destination.
- 3.1.9** Vendor shall be able to dispatch an additional staff person to assist a driver with a patient who requires two persons to convey. The need for a second person will be communicated to the vendor by MCBHD staff at the time the transport is requested.
- 3.1.10** Vendor shall be required to transport any patient luggage, medical records, medication, and/or comfort items from pick-up point to designated site at no additional cost. Personal belongings/valuables are to be kept separately from the patient during the transport; belongings that are sealed by MCBHD staff shall be kept sealed throughout the transport. Any patient belongings will be turned over to the staff of the receiving facility or to the patient at the destination, if the person is going to a private residence.
- 3.1.11** Vendor shall provide transportation for MCBHD staff and/or family member accompanying patient at no cost.
- 3.1.12** If children are transported, no more than six children may occupy a van on a given trip. A parent may ride, at no additional charge, to accompany a child, if clinically indicated. Current child vehicle restraint standards must be met. (Chapter Trans 310).
- 3.1.13** Vendor shall identify a person to handle complaints and provide evidence of corrective actions when appropriate.
- 3.1.14** Only individuals specifically authorized by MCBHD shall be transported on each trip. Transport of more than one patient at the same time MUST be approved in advance by MCBHD staff. At no time will MCBHD passengers be transported in the same vehicle with the vendor's other clients or the general public.
- 3.1.15** Mileage shall be computed from point of pickup to point of delivery. Vendor shall ensure that the pickups and drop offs are scheduled so that the total distance traveled shall result in the most economical charges to MCBHD. A per trip or Zone or Radius method of billing is preferred vs. actual specific mileage. The trip cost bid is to include all expenses related to the trip (driver, fuel, etc...).
- 3.1.16** Waiting time shall only be reimbursable, if required, with appropriate verification and authorization from MCBHD staff.
- 3.1.17** No additional stops will be made while transporting patients unless authorized by MCBHD.
- 3.1.18** Vendor upon request will provide a second staff to escort the patient. An example of this service would be to have a staff remain with the patient while they are in court. A separate charge for the additional staff time will be calculated on a quarter hour basis.
- 3.1.19** If the vendor fails to furnish service within a reasonable time (normally no more than 1 hour) after receiving a request or any order, MCBHD reserves the right to obtain the service from another source at the vendor's expense. If the vendor fails to furnish service within the 1 hour time period three (3) or more times within a month, MCBHD reserves the right to

cancel the contract.

- 3.1.20** Vendor must provide an emergency contact number(s) (besides the dispatch center) that BHD staff can call to report problems with a transport. The contact should be someone that can effect an immediate change to remedy the situation (i.e. lateness or no show of a transport driver).
- 3.1.21** There may be a need at the time of pick up to wait for a patient to be ready. This time frame shall be 15 minutes. If a longer wait is required the driver should report the issue to the BHD contact and their supervisor for follow up and resolution.

3.2 Vehicles

- 3.2.1** The successful vendor shall furnish sufficient numbers of vehicles, in good mechanical operation, prior to the commencement of service, and substitute vehicles in cases of breakdown. No vehicle is to be used for this service unless it has passed an inspection per Section 4.
- 3.2.2** The vehicles shall comply with applicable local/state standards and licensing requirements for vehicles used in the specified function per Wis. Stat. 341-347 Reg. of Vehicles.
- 3.2.3** The vehicles shall meet all state and local municipality licensure requirements as well as any State of Wisconsin Department of Health Services and Department of Transportation requirements.
- 3.2.4** The vehicles shall be equipped with, but not limited to, the following:
 - (1) Heater of sufficient size to heat passenger area
 - (2) Air conditioning of sufficient size to cool passenger area
 - (3) Safety belts for all occupants that comply with standards, including availability of a seatbelt extender for bariatric sized passengers
 - (4) Child proof door and window locks
- 3.2.5** The vehicles shall be maintained in good and safe operation condition, with limited markings so as to protect the dignity of the person being transported.
- 3.2.6** Vehicles shall be equipped with seatbelts and driver is to require all passengers to be buckled before commencing transport and throughout transport.
- 3.2.7** The vehicles shall be equipped with voice communication to a central dispatch location of the vendor to provide for emergency or routine communication.
- 3.2.8** A “No Smoking” policy shall be maintained at all times for drivers and/or attendants transporting patients and the patients.
- 3.2.9** Cleaning and/or decontaminating of the vehicle before and after transportation of patients shall be the responsibility of the vendor.
- 3.2.10** In the event a vehicle is involved in an accident while transporting an individual under this

contract:

- (1) Notify MCBHD immediately and provide information necessary to complete an internal incident report
- (2) Provide contract point person a copy of the accident report
- (3) Provide proof of repair of vehicle, and depending upon the damage, an additional inspection by Milwaukee County Fleet Management Division may be required/requested

3.3 Staff

- 3.3.1** All drivers provided by the vendor shall possess valid driver and chauffeur licenses to operate in the State of Wisconsin, issued by the Wisconsin Motor Vehicle Department.
- 3.3.2** All drivers shall wear appropriate attire. Drivers must display ID, identifying them and the contract agency.
- 3.3.3** The vendor shall present written documentation of certificates or other evidence that the driver staff has completed recognized first aid treatment courses such as the multimedia Red Cross Program.
- 3.3.4** The successful vendor shall submit, upon request, the outline of orientation, inservice programs, and any other special course for all driver staff.
- 3.3.5** **Criminal Background Checks and Criminal History as per the Dept. of Health Services, DHS, Chapter HFS 12, Wis. Admin Code *State of Wisconsin Caregiver Law* prior to employment and every four years thereafter. (on-line at <http://dhs.wisconsin.gov/caregiver/INDEX.HTM>)**
- 3.3.6** The vendor is prohibited from hiring persons who have been convicted of certain acts, crimes, or offenses that are established by the State of Wisconsin in the above statutes.
- 3.3.7** A no weapons policy shall be maintained at all times by all vendor personnel while performing duties of this contract. This includes, but not limited to guns, knives, pepper sprays and impact weapons. These items can only be carried if secured in a location and method that prevents access by a passenger (i.e., trunk) and not visible to the passenger as it may be intimidating.

3.4 The vendor shall provide a direct phone line to the dispatcher within fifteen (15) days of contract award.

3.5 The vendor shall not use subcontracting unless prior written consent is given by MCBHD.

4. SAMPLING, INSPECTION, AND TEST PROCEDURE

- 4.1** MCBHD reserves the right to inspect all vehicles prior to award and/or during the contract period.
- 4.2** Inspection of licensed vehicles and equipment supplies of the first low bid vendor will be made by Milwaukee County Fleet Management Division prior to the award to ascertain compliance with the requirements as outlined. Inspection of all vehicles and substitute vehicles to be used in the contract is to be arranged by the vendor with Fleet Management contact person. Any vehicles not approved for use cannot be used in the provision of this contract. New vehicles can be added to this contract after

undergoing an inspection. If the low bidder does not satisfy the requirements, the next low bidder will be inspected.

- 4.3** An annual audit will be conducted to validate that the required documentation is on record in all personnel files. Non-compliance with audit process will be considered grounds for termination of the contract.

5. PREPARATION AND DELIVERY

- 5.1** Bid or proposal is to contain information on the time frame between award of service and when the service can be initiated.

6. NOTES

6.1 Bid Award

Bid will be awarded to the vendor who provides the lowest bid for transport for clients who do not have a third party payer source.

6.2 Cancellation

MCBHD may terminate this contract for failure to meet the specification requirements or condition of the contract upon written notice to the vendor.

6.3 Terms of Payment

- 6.3.1** The patient shall **NOT** be billed.

- 6.3.2** If appropriate, the contractor shall bill third party payers for any clients eligible for third party payment. The reimbursement allocated by such third party payers shall be considered full compensation for services rendered. The MCBHD shall provide necessary billing documentation to the vendor within five (5) working days of transport.

- 6.3.3** Contractor shall bill MCBHD for those patients who **are not** eligible for third party reimbursement. The contractor shall submit an invoice not more frequently than weekly. The invoice should include a summary of the trips for each program/department (i.e., Rehab Central, Rehab Hilltop, Acute Care, Child & Adolescent Inpatient Service, Psychiatric Crisis Services) and for each distance category. Supporting documentation for each trip should also be submitted in summary form that includes:

- a) Patient name
- b) Date of trip
- c) Time of trip
- d) Pick up location
- e) Destination
- f) Mileage
- g) Duration
- h) Special instructions received
- i) Vehicles used (# or other identifier)
- j) Notice of contractor's need for additional documentation necessary for contractor to bill third party payer

6.4 Advertising

The successful vendor shall not advertise, in any written or published manner, the contract or service with MCBHD.

6.5 Renewal

Said agreement shall be for a term of one year, provided, however, that sixty (60) days prior to the expiration of said contract, under the same conditions, and upon mutual consent of the County and the contractor, said agreement may be extended an additional term of one year; up to a total of three (3) additional terms or a total of four (4) years.

INDEMNITY AND INSURANCE

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, the County, and its agents, officers, and employees, from and against all loss or expense, including costs and attorney's fees by reason of liability for damages, including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

In accordance with applicable laws, the County shall be responsible for defending and paying judgments on behalf of its officers, employees, and agents for any claims that may arise out of County's negligence for acts, policies, or directives that affect the activities covered by this Contract.

Contractor understands and agrees that financial responsibility for claims or damages to any person or to Contractor's employees and agents, shall rest with the Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. This indemnification obligation, however, shall not be reduced in any way by existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

Evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County by a certificate naming the County as an additional insured on General and Automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.