

# INVITATION TO BID / REQUEST FOR PROPOSALS

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.

**SEALED BID/PROPOSAL • DO NOT OPEN**

**RFP #1-002 Emergency Medical Services**

**BID/PROPOSAL NO. 19-002**

**OPENING: November 6, 2019 @ 2:00 PM CST**

**For information Contact:**

**John Hobson**

**361-364-2381**

**[sintonmanager@sintontexas.org](mailto:sintonmanager@sintontexas.org)**

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Bids/Proposals must be addressed to:**

City of Sinton

Attn: Bids/Proposals

PO Box 1395

Sinton, TX 78387

## **REQUEST FOR PROPOSALS EMERGENCY MEDICAL SERVICES #19-002**

The City of Sinton is now accepting sealed proposals for Emergency Medical Services.

**DEADLINE:** Sealed proposal submittals must be received by **2:00 p.m., CST, Wednesday, November 6, 2019**. Applicant names of all proposals received will be read aloud on this date at the City of Sinton, City Hall Council Chambers, 301 E. Market, Sinton, TX 78387. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

### **MARK ENVELOPE: RFP #19-002 – EMERGENCY MEDICAL SERVICES**

**DELIVERY ADDRESS:** Please submit one (1) marked original along with one (1) electronic copy (flash drive) properly labeled and clearly marked with the RFP number and description to:

City of Sinton  
City Manager  
PO Box 1395  
301 E. Market  
Sinton, Texas 78387  
Monday-Friday 8:00a-4:30p

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

**POINT OF CONTACT:** All inquiries regarding this RFP must be made, in writing, to John Hobson, City Manager, at [sintonmanager@sintontexas.org](mailto:sintonmanager@sintontexas.org). The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of Sinton reserves the right to reject all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

**Deadline for submission of questions is Wednesday, November 6, 2019**

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**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.**

## 1.0 Introduction

### 1.1 Definitions:

1.1.1 Proposer: refers to the firm submitting a proposal.

1.1.2 Contractor: refers to a successful Proposer.

1.1.3 Submittal: refers to those documents required to be submitted by a Proposer.

1.1.4 RFP: refers to Request for Proposal.

1.1.5 City: refers to City of Sinton

1.1.6 EMS: refers to Emergency Medical Services.

1.2 City of Sinton ("City"), based in San Patricio County, invites experienced and qualified Proposers to submit proposals to provide advanced life support ("ALS") and/or Mobile Intensive Care Ambulance Service ("MICU") emergency ambulance services as specified in this document for the entirety of the City of Sinton.

1.3 One contract award is anticipated under this solicitation. Multiple contract awards shall not be made. It is the intent of the City to award the contract to the most advantageous Proposer who provides goods or services at the best value for the City.

1.4 The successful Proposer will be granted a contract for exclusive market rights, as provided for emergency (9-1-1) ambulance service for five years. The Proposer will have the opportunity to earn up to five additional years of contract extension as described in this document. The Proposer will be the primary provider for nonemergency transports/transfers within the service area; though other providers may be permitted through the City of Sinton.

### 1.5 Notice to Proposers:

This RFP does not commit the City to award a contract, pay costs incurred in the preparation of a proposal responding to this request, or to procure a contract for service. The City reserves the right to accept or reject any or all proposals received because of this request, or to cancel in part, or in its entirety, the RFP process if the City deems it is in the best interest to do so. This RFP shall not be construed to be a low-bid process, although price will play a critical role. The contract, if awarded, will be negotiated with the Proposer who can best meet the City's needs as identified in this RFP.

The City specifically makes no promises or guarantees concerning the number of emergency calls or transports, quantities of patients, or distance of transports that will be associated with this procurement. The City has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP.

It is in the Proposer's best interest to submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it shall be assumed that the proposal is deficient. Further, it is in the Proposer's best interest to make a proposal that meets the stated requirements contained in this RFP. While Proposers may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described within the RFP may disqualify proposals. Proposers are invited to submit alternatives to the services described within this RFP, if such alternatives are in the best interests of the City.

There shall be only one general contractor, under whose auspices the proposal is submitted, and who must assume all liability and responsibility for achieving the performance levels specified in this RFP. Any subcontracts for essential services, as described in the RFP, between the Proposer and separate entities, must be identified in writing by and shall be subject to approval by the City during contract negotiations. If subcontractors are used, poor performance by the subcontractor, regardless of City approval, will remain the responsibility of the general contractor, who shall be responsible for any performance or financial implications that result.

## **2.0 City Background Information**

### **2.1 Location:**

Sinton is a city in and the county seat of San Patricio County, Texas, United States. The population was 5,665 at the 2010 census.

### **2.2 City Infrastructure:**

The City is organized into departments and provides a full range of municipal services to its citizens including fire (volunteer department) and police protection, municipal court facilities, water and sanitary sewer utilities, streets, drainage and other infrastructure, recreational activities, and other facilities used for various cultural and civic activities.

### **2.3 Emergency Communications**

Calls for emergency services for Police and Fire are dispatched throughout the San Patricio County Sheriff's Office. Additional public safety agencies that serve the City of Sinton include the following:

- Texas Department of Public Safety
- City of Sinton Police Department
- Sinton Volunteer Fire Department

**The contractor will be responsible for its own dispatch communications and any expense associated with joining the interoperable communications system.**

### **3.0 Contract Period**

The selected Proposer will be awarded a five (5) year contract beginning January 1, 2020. Five (5) one (1) year extensions to the base term may be earned according to the agreed upon contract terms, including amendments. The City, at its option and upon mutual consent of all parties involved, may choose to extend the contract based on existing terms, conditions, and prices set forth in the original RFP. All prices negotiated under the contract must remain firm for the duration of the contract and any extensions. The contract may contain provisions for cost or rate escalators tied to the Consumer Price Index and may include a provision that allows the contractor to petition for changes in the event of issues beyond the contractor's control (e.g. new regulatory requirement, changes in healthcare, funding and reimbursement, etc.). The grant of any such change would be discussed and negotiated, but, ultimately, the City will make the final decision, based on the strength of the case presented. Any tax funds paid for services provided will be paid from the appropriate fiscal year funds provided by City. The City is interested in proposals that will eliminate tax subsidy of the EMS contractor, so long as performance requirements are met. Contracts are subject to availability of funds from City. All representations made by City are subject to the fiscal year funding and/or appropriations and do not represent an obligation on the part of City.

### **4.0 Proposal Submission Deadline**

Proposals shall be submitted no later than the specified deadline time and date. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments in writing. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified and returned to the Proposer upon request. City will not be held responsible for unmarked proposals or proposals delivered to the wrong location. Proposers mailing proposals should allow sufficient mail delivery period to ensure timely receipt of their proposals by City. **Proposals may not be delivered orally, by facsimile transmission or email, or another telecommunication means.** All proposals must be delivered in sealed packages or containers.

### **5.0 Administrative Information**

5.1 RFP Coordinator: The main point of contact for this RFP shall be:

John Hobson  
City Manager  
301 E Market

Sinton, Texas 78387

[sintonmanager@sintontexas.org](mailto:sintonmanager@sintontexas.org)

## 5.2 Communications Regarding the RFP: 5.2.1

### Communications Paragraph / Restrictive

During the proposal process, proposing firms shall not contact City board members, representatives, elected officials, or staff. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of communication with City representatives, including members of the City Council, regarding any matter involved with this RFP or the anticipated contract. Such contact may result in the vendor being disqualified. All contact must be coordinated through John Hobson, RFP Coordinator, for this procurement.

5.2.2 Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the RFP Coordinator.

5.2.3 All communication should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and non-binding.

### 5.2.4 Schedule of Events

**Request for Proposals Issued: September 19, 2019**

**Deadline for Submitting Questions: October 11, 2019 by 2:00 p**

**Proposal Submission Deadline: November 6, 2019 by 2:00p.**

**Planned Award of Contract: November 19, 2019**

5.2.5 City shall respond in writing to written communications. Such response shall constitute an addendum to the RFP. Only written responses to written communication shall be considered official and binding upon City. City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

## 5.3 Proposal Submittal

Proposal must be signed by an individual with authority to bind the firm in a contract with City.

5.3.1 Proposers must include one (1) marked original along with one (1) electronic copy (flash drive) properly labeled and clearly marked with the RFP number. All proposals must be submitted in a sealed package and be clearly marked as a **RFP #19-002– EMERGENCY MEDICAL SERVICES.**

### 5.3.2 All proposals must be submitted to:

City of Sinton  
City Manager  
301 E Market  
Sinton, TX 78387

### 5.3.3 Submissions & Receipt of Proposals

Upon receipt by the City, the City Secretary will record the date and time of receipt. All proposals received prior to the deadline shall be kept unopened in a secure place. Opening of the proposals shall be public and witnessed by at least two (2) people. These openings will occur immediately after the deadline at the same location specified for delivery. Late proposals may be returned to the Proposer unopened or destroyed. All proposals shall remain firm for at least 180 days from the date specified for opening the proposals.

### 5.3.4 Business License Requirement

It is not a requirement to possess local business licenses at the time of proposal submittal. However, the successful Proposer may be required to possess any required business licenses to award a contract.

### 5.3.5 Awarding Authority and Protest Procedure

Award of a contract will be considered by the City Council. The City reserves the right to investigate, request clarification of, and verify all proposals, to waive all irregularities, and/or to reject all proposals as deemed by the City as necessary and/or in the best interests of the City.

Proposers' attention is drawn to the award protest procedure in Section 9.0 in this RFP. Failure to follow the protest procedure shall be deemed to be a failure to exhaust a Proposer's administrative remedy.

## **5.4 Rejection and/or Disqualification of Proposals:**

5.4.1 The City reserves the right, at its sole discretion, to reject all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or inaccuracy of any information supplied within a proposal. The City shall notify the Proposer of a rejected proposal. Furnishing of false or misleading information during the proposal process may result in the City rejecting the Proposer's submission. The City reserves the right to waive any RFP requirement(s) it deems in the best interest of the City, so long as that requirement is waived for all proposals. The City reserves the right to waive minor irregularities in proposals received.

5.4.2 Proposers **may** be disqualified if deficient in any of the following areas in a manner that the City deems relevant to the process. Qualifications of a proposer, including the following, will be considered:

- a. Any contract for provision of emergency services terminated for cause within the past 10 years.
- b. Insufficient experience in successful operations. Sufficient experience is defined as having a minimum of five years of experience providing emergency medical services (not necessarily transport) to at least one community with a population similar to the City service area.
- c. Any current undischarged bankruptcy of the Proposer or their parent organization, and/or history of past bankruptcies that have negatively affected the provision of emergency services to a community.
- d. Failure to show evidence of access to sufficient capital to meet the requirements of this RFP.
- e. The Proposer is found to be on any federal, state, or local debarment list.
- f. Please see Appendix 1 in the Credential Section of the required response Information for instructions about how to respond to this information.

5.4.3 Proposers **may** also be disqualified if deficient in any of the following:

- History of majority regulatory actions or sanctions against the Proposer, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.
- History of contract terminations.
- Failure to show that key personnel have experience in the implementation and operation of emergency medical services. For the purposes of this section, “key personnel” includes:
  - The individual who will be in charge locally within City’s service area.
  - The person to whom that person reports.
  - The person responsible for clinical oversight and quality improvement.

- The person responsible for medical records/health information exchange.
- History of litigation in the past five years involving the Proposer or any principal officers in connection with any contract for similar services where the Proposer or principal officer was found to be at fault.
- Unresponsive answer(s).

**5.5 Evaluation of Proposals** 5.5.1 The City may conduct investigations of Proposers' submissions and claims, as it deems necessary. Each proposal will be reviewed to determine if the Proposer can meet the City's requirements as set forth in this RFP. The Proposer must demonstrate that each requirement is met.

The City may request further clarification from individual Proposers in the event of incomplete or missing information. Proposers shall respond in writing to any requests for clarification. In the event that all Proposers do not meet one or more of the requirements of this RFP, the City reserves the right to continue the evaluation of the proposals and may select the proposal that most closely meets the requirements specified in this RFP.

Proposers may be expected to give presentations and answer questions on their proposals to the City Council Members and/or their designated representatives. Presentations will be limited to a maximum of one (1) hour, although the proposal itself should include all elements required.

5.5.2 Considerations valuable to the City include:

- Commitment to patient care
- References
- Response times
- Ability to provide backup units
- Cost/Price to the City and to our residents
- Communications ability & credentials

## **5.6 Proposal Withdrawal**

A proposing firm may withdraw its Proposal by submitting a written request for withdrawal, with such request having the signature of an authorized company representative, to the City RFP Coordinator at any time prior to the submission

deadline. The firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline will not be considered.

#### **5.7 Post Deadline Submissions**

City shall not accept any amendments, revisions, or alterations to proposals after the deadline for submittal unless such is formally requested in writing by the City.

#### **5.8 Ambiguity, Conflict, or Errors in RFP.**

Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility of and the verification of all information presented herein shall rest solely with the Proposer.

If a firm discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the City RFP Coordinator of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request.

If a firm fails to notify the City RFP Coordinator prior to the date and time fixed for submission of offers of an error or ambiguity in the RFP known to him, or an error or ambiguity that reasonably should have been known to him, he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

City may also modify the RFP prior to the date and time fixed for submission of offers by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

#### **5.9 Proposal Acceptance Period:**

Each proposal shall be valid for a period of one hundred and eighty (180) days after the RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The one hundred and eighty (180) days may be extended by agreement of the parties.

#### **5.10 Disclosure of Proposal Contents:**

All submitted Proposals become the property of City and shall be subject to any applicable open records statutes. The content of all RFPs submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFP deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." Pricing information is not considered confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." The

City will endeavor to protect such information from disclosure to competitors to the extent allowable by law.

Responding firms are advised that responses are subject to the Texas Public Information Act, Chapter 552, of the Texas Government Code. All proposal information shall be held in confidence until a contract is formally executed and/or the RFP is cancelled. Upon award, the proposals and associated materials shall be open for review by the public in accordance with The Texas Public Information Act. By submitting a proposal, the proposing firm acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection. The City will attempt to uphold the confidentiality of vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated by the firm prior to submission of the proposal as specified above.

**5.11 On-Site Inspection:**

After opening of proposals and prior to award, City reserves the right to make a pre-award site visit of any or all Proposer's facilities to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for reject of proposals as non-responsive. City reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

**5.12 Implied Requirements:**

Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

**5.13 Proposal of Additional Services:**

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original contract at the sole discretion of City.

**5.14 Indemnification:**

The Proposer agrees that pursuant to any proposed agreement based on this RFP, the awarded Proposer will protect, defend, indemnify, and save whole and harmless the and all of those entities' elected officials, officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any

person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the contractor or any agent, servant, employee or sub-contractor of the contractor in the execution or performance of this agent, servant, employee or sub-contractor of the contractor in the execution or performance of a contract. Proposer further agrees to protect, indemnify and hold the City harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

#### **5.15 Collusion**

Proposer may be required to provide an affidavit affirming that it has not conspired with other potential suppliers in any manner to attempt to control competitive pricing or otherwise influence the outcome of the selection process. This paragraph does not, however, preclude two or more suppliers for certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

#### **5.16 Monetary Restitution**

In the event that any future contract is prematurely terminated due to non-performance and/or withdrawal by the contractor, City reserves the right to seek monetary restitution (to include but not be limited to withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, the City will seek attorney's fees and cost of suit from the Contractor.

#### **5.17 Liquidated Damages**

Any contract that results from this RFP will contain provisions for liquidated damages to reimburse the City for the cost of operating the system and securing a new provider. The liquidated damages will include a total cash payment, through an irrevocable letter of credit with a bank approved by the City. Additionally, it will include full access and use of all vehicles, equipment, supplies, facilities and any other

resources deemed necessary by the City for a period of no less than sixty (60) days without reimbursement to the terminated contractor.

**5.18 Gratuities, Kickbacks or Conflict Interest** 5.18.1 Gratuities: It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement, or to any solicitation or proposal therefore.

5.18.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

5.18.3 Conflict of Interest: No official or employee shall have any financial interest, direct or indirect, in any contract with the City, and/or the City's designated Counsel as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City, and/or the City's designated Counsel, shall render any contract involved voidable by the City. It is the responsibility of the Proposer during all phases of the contract process to notify the City in writing of any potential conflict of interest.

**5.19 Any Agreement Subject to Availability of Funds**

Any agreement resulting from this RFP will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract shall be subject to immediate modifications, reduction or termination on the expiration date, or the date in which the funds have been eliminated.

**5.20 Governing Law and Venue**

The laws of the State of Texas shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in San Patricio County, Texas as may be applicable. In any legal action arising from this Agreement, the laws of Texas shall apply, and exclusive venue shall lie in San Patricio County, Texas.

### **5.21 Litigation**

In the best interest of the City, any Proposer who is currently involved, either directly or indirectly, with any litigation against or involving the City may be disqualified and/or not considered for an award.

### **5.22 Rights of Data**

The City shall have the right to the use of data and reports resulting from this RFP without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon written request, any available information that is relevant to this Contract and to the performance hereunder.

### **5.23 Addition/Deletion of Services**

The City reserves the right to add and/or delete services to this RFP. Should a service requirement be deleted, payment to the Proposer/Contractor will be reduced proportionally, to the amount of service reduced in accordance with proposal price. Should additional services be required from a contract, prices for such additions will be negotiated between the Proposer/Contractor and the City. All amendments to a contract based on this RFP must be in writing and signed by all parties.

### **5.24 Proposer License Requirement**

The Proposer shall procure all required permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of the business. The Proposer shall keep fully informed of existing and future Federal, State and Local laws, ordinances and regulations which in any manner effect the fulfillment of this proposed contract and shall comply with same.

### **5.25 Proposer Responsibility for Expenses**

The Proposer shall be responsible for payment of expenses associated with any response to this RFP and any future contract, including but not limited to: wages, salaries, materials, supplies, transportation, communications, licensing and inspection, fees, taxes, insurance, bonds, etc.

## **6.0 Proposal Instructions & Format**

Proposals shall be typewritten either using an 11 or 12-point Times New Roman or Arial font. Proposals must include page numbers and have major sections tabbed. Each should have a table of contents that outlines the proposal content and should be sequenced and numbered consistent with the requirements of this RFP. Any information that does not fit logically into one of the labeled sections should be included in an appended section.

## 7.0 Proposal Content & Outline

**Note: This information shall be provided in the format and order of the enclosed Expanded Mandatory Table of Contents to assure that scoring is fair and equitable.**

### 7.1 Capital Equipment & Facilities Options

Each Proposer must include a description proposing what facilities and capital equipment would be available in the provision of any contractual services pursuant to this RFP.

### 7.2 Previous Experience

This section shall include the following information

- Describe the Proposer's past experience in providing high-quality emergency medical services, similar to the requirements of this RFP.
- Provide a list of communities currently or previously served, along with the names and contact information of at least three (3) elected officials, government employees, fire chiefs, police chiefs, or other persons who can attest to the services provided.

### 7.3 Ambulance Personnel

This section shall include the following information:

- Describe the number of EMT-Paramedics, EMT-Basics, or EMT-Intermediates that will be employed, as well as those that will staff each ambulance unit.

### 7.4 System Design & Deployment Parameters

Present a deployment plan that complies with all the minimum requirements of this RFP, bearing in mind that the content of said plan shall be described within any eventual contract language.

- Identify proposed locations of ambulances and number of vehicles to be deployed daily.
- Describe proposed deployment strategies, such as system status management ("SSM").
- Describe mechanisms to meet the demand for emergency ambulance response during peak-demand periods or unexpected periods of unusually high call volumes.
- Identify and describe proposed use of any existing public safety facilities throughout the City.

- Describe any other strategies to enhance system performance and/or efficiency through improved deployment practices.
- Describe other EMS companies and agencies with whom the Proposer proposes to maintain mutual and automatic aid response agreements.

#### **7.5** Response-Time Performance

Describe how the deployment plan will meet the response-time performance criteria within the City. Response time will be defined as the *interval between the time the ambulance call was received by the contractor's dispatch until the time the ambulance arrives at the location of the request for service.*

- Maximum Emergency Response Times 8:00 minutes (90% compliance)

#### **7.6** Dispatch & Communications

The dispatch and communications section shall include at a minimum:

- Describe how the Proposer/Contractor will arrange for the appropriate dispatch of all emergency resources, either internally or with an outside contractor, at the expense of the Proposer/Contractor.
- Each Proposer shall supply and maintain fully operational vehicle and portable radios that are compatible and operate on the frequencies used by all Entities covered in this RFP. Acknowledgment regarding adherence to this requirement must be included.
- Describe how the Proposer/Contractor will maintain communications with ambulances and field personnel.
- Describe how the Proposer will ensure redundancy/back-up of dispatch communications in the event of a manmade or natural disaster affecting primary dispatch location/services.

#### **7.7** Vehicles

The vehicles section shall include at a minimum:

- A complete description of each ambulance unit that will be utilized at the beginning of the contract, including any that will be used as reserve units.

The description must include, at a minimum:

- o Chassis manufacturer, model, year, and current mileage.
- o Ambulance manufacturer, type, and year built.

- o Description of mobile radios to be utilized.
- o Stretcher manufacturer and model.
- o General description of medical equipment, supplies, controlled substances storage, etc., to be kept on unit always.
- Provide a description of how the mechanical operation of vehicles (ambulances) will be maintained and kept in working order, including maintenance of other components of the ambulance compartment to ensure the highest standards of reliability.
- Each vehicle normally assigned to provide services to the City will have identifying lettering prominently displayed in large letters on the left and right sides of the unit.

## **7.8** Capital Equipment & Medical Supplies

This section shall include at a minimum:

- Describe the logistics that will be used to re-supply ambulances with disposable supplies, durable equipment, non-scheduled medications, and other materials, and what processes will be used to ensure all medical equipment remains in good repair and safe working order.
- Describe how capital equipment (e.g., cardiac monitor/defibrillators, stretchers, etc.) will be maintained, repaired when necessary, and replaced in the event of failure or breakdown.

## **7.9** City's Proposed Annual Contribution

- Provide an annual fee; **IF REQUIRED**, to be billed on a quarterly basis, that the City would be required to pay the Proposer for services to be provided as outlined in this RFP.

## **7.10** Ambulance Rates & Fees

- This section must include a list of the rates that the Proposer intends to charge insurance providers, Medicare/Medicaid, and third-party payers. Fees should also include private transport rate.

## **7.11** Ambulance Service Administration

- Provide a complete list of the titles and job descriptions of those positions with the responsibility of general management; field operations; administrative support; billing and finance; training and continuing education; clinical oversight and quality improvement; analysis and reporting of response-time compliance; and any other administrative positions that might be utilized.
- Upon request, be willing to provide up to five (5) years of audited financial statements.
- Acknowledgment that all individuals shall be trained and receive certification as current level National Incident Management System (“NIMS”) compliant and as deemed appropriate by the City Council.
- Acknowledgment regarding compliance with all adopted and approved Emergency Operation Plans (“EOP”) for the City.
- Acknowledgment of the understanding that participation will be required for any tabletops, functional and full-scale emergency and disaster exercises that take place to enhance the preparedness and responses within the community at no additional cost to the City.
- Provide a Standard Operating Procedure (“SOP”) that describes how complaints regarding level of care, response or employee action or inaction are handled.
- Proposer will be expected to be active and participate in community events as well as assisting with community educational programs and special events at no additional cost to the City or its member entities.

#### **7.12** Records Management System (“RMS”)

- Provide the name and general features of the electronic RMS that will be used to document epacris, incident data (e.g., incident locations, time- stamps, etc.)
- Proposer will provide quarterly reports to include response times as well as the total number of responses and transports along with compliance percentages.
- Acknowledgment that the Proposer will be responsible for compliance with all requests for public information pursuant to the Public Information Act received by the City.

#### **7.13** Patient Satisfaction

- Describe what method(s) will be utilized to determine patient satisfaction/patient experience, in a format that allows for an independent

evaluation by the City's representatives (e.g., patient-satisfaction surveys sent with every bill and returned to the City designated members or support staff upon request).

## 8.0 General Submission Information

### 8.1 Proposal Submission

Proposers must submit one (1) original, so marked, and ten (10) paper copies of their proposal and one electronic copy, along with all appendices and addenda, signed by the representative authorized to bind the Proposer to the commitments in the proposal.

Proposers are encouraged to hand-deliver their proposals to the aforementioned to ensure they are received prior to the deadline date and time. Proposals that are received by courier, mail, certified or registered mail or any other manner after the deadline time and date will be deemed non-responsive. A Proposer may withdraw its proposal at any time **prior** to the submission deadline date and time by submitting a written request in person for its withdrawal to the City signed by an authorized representative of the Proposer authorized to bind the Proposer to the commitments in the proposal and provided that the representative shows proof of his/her identity. Upon receipt of a request in the aforementioned manner, the proposal will not be considered by the City and will be returned to the Proposer so long as the withdrawal takes place prior to the time for submission and the Proposer signs a receipt for return of the proposal. A Proposer who withdraws its proposal prior to the deadline date and time may thereafter submit a new proposal so long as the new proposal is submitted prior to the deadline date and time. Modified, revised, or new proposals offered in any other manner, oral or written, will not be considered.

It is the responsibility of the Proposer to assure that the proposal is received by the City as directed above prior to the proposal submission deadline date and time. Proposals received beyond the submission deadline date and time will not be considered and will be returned by the City unopened. The City will designate a clock located by the City to serve as the official clock for the determination of the timeliness of submissions.

Proposers taking material exception to the City's specifications may be disqualified. If an organization has questions regarding the RFP and its specifications, a request for clarification should be submitted on or before April 19, 2018 to obtain a ruling on the matter before submitting a proposal.

Immediately after the passing of the deadline for proposal submissions, a City representative will publicly open the proposals and make a list of firms that have

submitted proposals. No information other than the names of the Proposers will be publicly released until after the scoring of the Proposals has been completed. The City Official or designee shall review each proposal submission for initial responsiveness to determine if it is timely, is certified in accordance with Proposers' certification requirements, follows the instructions of the RFP, and is accompanied by the required proposal deposit pursuant to the requirements of this RFP. Failure to timely submit a proposal, or to include the required certification or mandatory proposal deposit may result in the proposal being deemed non-responsive by the City and will be recommended to the City's Board for rejection. The City Official will notify a Proposer of its recommendation and the date and time that the recommendation of non-responsiveness will be heard by the City's Board. The Proposer may appear and have an opportunity to be heard at that hearing. Failure of the Proposer to appear at the Board of Directors hearing on the matter will result in Proposer's deemed failure to exhaust its administrative remedy.

Proposals shall be valid for a period of 180 days after the deadline date and time for submission.

## **8.2 Procurement Time Frame**

The schedule for the City procurement is outlined in the Schedule of Events in section 5.2.4. Failure to comply with any time frames outlined in said schedule (or amendments thereto) may result in automatic disqualification of the Proposer.

## **8.3 Cost of Participation**

All costs associated with participation in this procurement process shall be borne by the Proposer. The City will not be responsible for any costs incurred by a Proposer or any third party as a result of participation in this process.

## **8.4 City to Investigate Credential and Proposal Submissions**

The Proposer shall submit executed notarized "investigative authorization forms" for the company(s) whose credentials are submitted for review and for all owners, officers and key personnel and subcontractors. Publicly held companies need only submit the company release and those for the managers and key personnel who would be involved in the fulfillment of any contract or in the preparation of the proposal. Copies of the required release forms are provided as Appendix 3, Investigative Releases.

## **8.5 Own Expertise and Judgment Required**

Each Proposer is specifically advised to use its own expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance standards required under the contract. "Methods," in this context,

means compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which, taken together, comprise each Proposer's strategies and tactics for accomplishing the task. The City recognizes that different Proposers may employ different methods with equal success. By allowing each Proposer to select, employ and change its production methods, the City hopes to promote innovation, efficiency and superior levels of performance.

## **8.6 Estimated Business Volumes**

The City specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long distance transports, or frequency of special events coverage and community related training that may be associated with this procurement. All historical data related to past volumes of business within the City EMS system are provided to illustrate the historical level of performance only, and not to guarantee future business volume.

## **9.0 Scoring Process**

Proposals will be evaluated by a Scoring Committee composed of representatives selected by the City.

Investigations of Proposers' submissions and services may be conducted as deemed necessary by the City. Such investigations may include a site visit.

Proposals will be evaluated according to the following methodology:

- Compliance with the RFP

Proposals determined to be complete will have followed the instructions of the RFP, including that they were received prior to the deadline for submission, the proposal deposit in the amount and form specified has been received, that the format included meets the prescribed minimum standards, and that the format stipulated in the RFP was deemed complete and appropriate, adhering to the requirements. Submittals will be scored by the Scoring Committee in a non-public venue.

- Review of Proposals

The Scoring Committee will score the proposals not previously rejected as non-responsive. Each of these Proposers may be given an opportunity to make a one-hour oral presentation to the Scoring Committee, followed by a question and answer period. Presentations will be conducted at a place and time to be determined by the City. The City will notify Proposers of the date and time of the presentations by contacting the official contact for each Proposer. The order of any presentations will be randomly determined. Each Proposer presentation shall be closed to the public.

and to competing Proposers to prevent any Proposer from gaining an unfair advantage by acquiring specific knowledge of a competitor's submission.

- Award of Points for Proposals to Provide Ambulance Service

Scoring will be based on a point system with points allocated to each category in the required outline format of the proposal. Deliberations by the Scoring Committee shall be at a closed meeting. Each proposal will be separately and independently scored by each Scoring Committee member as follows:

- a. *Compare.* Each committee member will individually compare submissions related to a single category.
- b. *Identify the strongest submission and assign maximum points.* On the basis of that comparison, each committee member will identify the strongest submission in that category and award to that Proposer the maximum number of points for that category.
- c. *Award relative points to other submissions.* Having assigned the maximum possible points to the strongest submission, each individual committee member will then award points to the other proposals in that category, consistent with that member's assessment of the relative strengths of the competing proposals, on that category only.
- d. *Repeat the process for all criteria.* Each individual committee member will then repeat steps a. through c. for all categories shown on the scoring sheets.
- e. *Tabulate scores.* The City Secretary will tabulate the points.

The results of the Scoring Committee process will be tabulated, and a recommendation will be submitted to the City Council for approval and authorization to negotiate a contract with the prevailing Proposer. The City appointed representative will notify all Proposers in advance of the City Council meeting at which consideration of the recommendation is to occur, including the date and time of the meeting and the recommendation. If a Proposer wishes to protest the recommended award, the protesting party shall submit a written protest in the form of a letter signed by an authorized representative of the Proposer, specifically stating the reason(s) for the protest and providing all relevant facts, laws, rules, regulations or criteria on which the protest is based. That written protest must be received at least 24 hours prior to the City Council meeting. Proposers will be given an opportunity to be heard at the meeting. The decision of the City Council is final. Failure of a Proposer to follow this protest procedure prior to award will be deemed to be a failure to exhaust its administrative remedy.

## 10.0 Forms

The following forms must be completed and attached to the proposal as appendices:

**10.1.1** Appendix 1 – Expanded Mandatory Table of Contents

**10.1.2** Texas Form 1295 (online at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File)), only if/when final contract is eventually awarded.

### APPENDIX 1

#### EXPANDED MANDATORY TABLE OF CONTENTS

##### APPENDIX 1

##### EXPANDED MANDATORY TABLE OF CONTENTS

The Proposer will address each item in the order and format provided below. Minimum requirements are provided for each section.

#### **I. Letter of Transmittal**

The letter of transmittal must clearly state the name, or the organization submitting the proposal and identify the Proposer's authorized representative for official contacts related to this procurement. An official of the proposing organization authorized to bind the company to the commitments made in the proposal must sign the letter.

#### **II. Introduction - Description of Proposed Organization**

The Proposer will comprehensively describe the nature of the organizational entity proposed to be directly responsible for the provision of service under the contract. This must include any relationship the proposed organization may have to a "parent" or "sister" company. Financial relationships, ownership, shared directorship, or relationships with other organizations shall be defined. Organizational charts and a complete description of the proposed organization should be included.

#### **III. Credentials**

All Proposers must provide detailed information and supporting materials to enable the City to fully evaluate and verify the organization's qualifications. Entities that have multiple sites may use information from any site to establish qualifications. However,

information presented which does not reflect the experience of the operational site responsible for performance under this proposal shall be noted.

Should any group of entities submit a proposal as a joint venture or contractor, or should any Proposer propose to use a subcontractor to fulfill obligations specified in this RFP, any information presented which does not reflect the experience of the operational unit submitting the proposal shall be so noted and documentation of the qualifications of the joint venture partner or subcontractor shall be included in the proposal.

A. Analogous Experience

Each Proposer shall provide the following:

- Documentation clearly demonstrating that the Proposer has experience managing a high-performance ALS and/or MICU ambulance service in a community with a population of at least 5,000 persons. Information provided should include a list of communities in which the service is operated, names, addresses and phone numbers of the EMS Medical Director(s) and contract officer(s) or designated public officials with oversight responsibility. Documentation of response time performance, the number of responses provided in each of the last two years and a brief description of the community, its EMS system and the services provided by the Proposer must be included.
- Documentation of existing emergency services management systems and personnel. This information should include descriptions of operational methods including, but not limited to:
  - System Status Planning and Deployment Methods
  - Communications Center Management or Contractual Relationship
  - Field Supervision
  - Training and Management of Clinical Personnel
  - Quality Improvement Process Management
  - Interactions with First Responders
  - Management of a Material Management and Distribution System
  - Fleet Management
  - Driver Training and Risk Management
  - Participation in Medicare / Medicaid Compliance Programs
  - Compliance and Quality Assurance Methods for 3<sup>rd</sup> Party Billing
  - Health Insurance Portability and Accountability Act (HIPAA) Compliance
  - Compliance with the Health Information Technology for Economic and Clinical Health Act (HITECH Act), enacted on February 17, 2009, which provides for privacy and security of patient health information.
- Proposer shall provide information and documentation of existing management and supervisory strength, including senior management and management bench strength, to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel who

will be directly responsible and accountable for providing services under this RFP.

**B. Demonstration of Financial Depth and Stability**

Proposer shall provide evidence that clearly documents the financial history of the organization. All financial information should be reported for the operational unit responsible for the proposal. If the organization is a multi-site operator, joint venture or subsidiary operation, it may report consolidated financial information provided that a letter guaranteeing the Proposer's performance with the full faith and credit of the parent organization is included with the financial data and is signed by an official with the authority to bind the parent organization. The provider will also provide and document the following:

- Sufficient capital to provide for implementation and start-up of the contract.
- Financial reserves or net worth sufficient to sustain the operation in case the Proposer has incorrectly estimated expenses or profits from the operation.
- Any facts, issues or potential event that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.
- If the firm or its parent organization is publicly traded, a copy of the most recent annual report and SEC forms 10-(K) and 10-(Q). These must include audited financial statements for at least the past two years.
- If the firm is not publicly traded, copies of audited financial statements for the last two years, if they are available. If not, each Proposer should submit complete financial statements for the past two years together with a notarized statement from the chief executive or chief financial officer of the organization certifying that the statements are correct. The City reserves the right to audit these statements to verify them.
- Clear evidence of the ability to secure insurance coverage required under this procurement. This may be in the form of certificates of insurance or a letter from an appropriate insurance company documenting that coverage will be provided. Insurance coverage requirements and endorsements will be determined during the contract negotiations with the prevailing Proposer.
- A federal program (Medicare and Medicaid) and 3rd. party payor billing and documentation compliance program. Proposer should identify its program, methods, documentation guidelines, and implementation procedures.

Proposers will also identify the firm's compliance officer and detail policies related to reporting and resolution of compliance issues.

**C. Documentation of Regulatory Compliance and Litigation**

The Proposer shall detail all regulatory investigations, findings, actions, complaints and their respective resolutions. Proposer will specifically include details about all emergency (911) contract terminations and non-renewals within the last five (5) years. Additionally, the Proposer will detail the circumstances and resolution of any contract disputes or notices of non-compliance.

- The Proposer will provide a detailed list of all litigation in which the Proposer is involved, pertaining to EMS or estimated to have a financial value that may affect the organization's ability to perform under a future contract with the City.

**IV. Clinical Performance A. Clinical Credentials of Field Personnel**

Minimum: Describe how the personnel who make up every ambulance crew will be appropriately certified by the State of Texas. Attest that each ambulance will be staffed with at least one (1) EMT-Paramedic and one (1) EMT-Basic, or higher certified persons.

**B. Quality Improvement Processes**

Minimum: Describe the internal quality improvement (QI) program that identifies deviations from medical protocols, incomplete and inaccurate patient information and opportunities for improvement (i.e. to patient care, billing, business practices, etc.).

**C. In-Service Training of Contractor's Employees**

Minimum: Describe the programs for employees to retain required certifications and meet local requirements for their respective positions.

**D. EMS Medical Director Support**

Minimum: Describe the level, type and amount of staff support that is proposed to facilitate interaction with the EMS Medical Director. Also describe the duties, time commitment and activities of the Medical Director, including field provider access and participation in Medical Direction activities.

## **V. Community Service and Education**

Minimum: Describe the development and implementation of community-based programs, to facilitate and improve injury and illness prevention and system access.

Proposer should include a description of specific programs, including training, personnel commitments, equipment, and budgeted funds committed for these programs. Innovative approaches and cooperative programs with other agencies are encouraged.

## **VI. Control Center Operations A. Proposed Computer Aided Dispatch/AVL System**

Minimum: Proposers will provide detailed information regarding the features and capabilities of any Computer Aided Dispatch and Automated Vehicle Location Systems to be utilized. The Proposer should also provide information about system redundancy, fault tolerance, manual back-up and disaster recovery features and procedures.

### **A. EMD Software Installation**

Minimum: Proposers will describe the proposed EMD system, including a description of its capabilities and operation including the relative advantages of the proposed system over other systems available in the industry.

### **B. Proposed Operation of Communications Center**

Minimum: Proposer shall describe its plan to provide dispatch and communications services under the proposed contract. Proposer may propose to operate its own independent dispatch center or it may subcontract communications services. The proposers may contact the San Patricio County Sheriff's Office about potential cooperative agreements that may be in their mutual interest, but not about other contract features.

## **VII. First Responder Program Support**

### **A. Training Support for First Responder Program**

Minimum: The Proposer will provide a description of its proposed support for first responder training.

## **VIII. Fleet and Equipment Issues**

### **A. Proposed Vehicles and Safety Features**

Minimum: Proposer will provide a detailed description of how it will maintain its ambulance fleet, including, at a minimum:

A description of the Proposer's approach to driver safety training, monitoring and remediation, including a detailed description of any driver and proposed vehicle performance monitoring system(s).

**B. Equipment Maintenance Practices**

The Proposer will provide a detailed list of all major items of clinical equipment and document maintenance procedures and contracts to be employed in maintaining them to manufacturer recommended standards.

**IX. Key Personnel and Implementation Plan**

**A. Key Personnel**

Proposers will identify the key personnel that will be employed to implement and manage services proposed under the contract. At a minimum, the identity and qualifications of the individuals responsible for the overall operation as well as those with functional responsibility for managing the communications center, fleet operations, production, and quality improvement should be included. A description of each key on-site person's experience in managing and providing similar services will be included. Resumes' should be provided for each "key" person. Proposers will also detail their "management bench strength" and show how other company resources will support the operation.

**B. Implementation Plan**

Proposers shall submit an Implementation Plan detailing all significant milestones including planned date each step is expected to commence and be completed to begin services by the implementation date of the future potential Contract. The plan should demonstrate a clear, concise and realistic plan to implement the said Contract.

**X. Administrative**

**A. Provision of Insurance**

Minimum: The Proposer will document with a certificate of insurance the availability of insurance, including details of the specified coverage. Additionally, the Proposer must submit a letter, signed by the appropriate authority agreeing to all specified terms including indemnity provisions.

**XI. Billing and Accounts Receivable Program Support**

**A. Description of billing and collection process**

Minimum: The Proposer will describe the methods and process for billing and collection of fees.

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**B. Description of charity or compassionate care program**

Minimum: Proposer should describe proposed policies and procedures related to charity care, installment payments and other methods of dealing with patients that are uninsured or underinsured and may not be able to pay for services rendered.

**XII. Price**

**A. City's Proposed Financial Contribution**

- Proposers shall submit an annual fee, to be billed on a quarterly basis that the City would contribute towards the services to be provided as outlined in this RFP.

**B. Ambulance Services Rates & Fees**

- Include a list of all rates that the Proposer intends to charge insurance providers, Medicare/Medicaid, and third-party payers.