



**HILL COUNTY ESD #2
HILL COUNTY, TEXAS
REQUEST FOR PROPOSALS**

FOR GROUND EMERGENCY MEDICAL SERVICES

RFP# 09-01

Submission Deadline Date:

July 27, 2009, 5:00 p.m.

Hill County ESD #2

c/o Honorable Judge Justin Lewis

PO Box 457

County Courthouse

1 North Waco Street

Hillsboro, Texas 76645

I. Invitation to Submit Proposals

By order, the Hill County Emergency Services District #2 of Hill County, Texas ("ESD #2") is seeking proposals from interested and qualified parties (the "Proposers/Contractors") for the award of an ambulance agreement. This proposal is for the provision of emergency and non-emergency ground ambulance services for all county areas within the District (a map is attached as Addendum 1) and non-emergency ambulance services in the same area, pursuant to the terms and conditions hereinafter set forth in or referred to in this Request for Proposal ("RFP").

This RFP is open to all qualified Proposers who meet the minimum qualifications and documentation of credentials requirements outlined in this RFP. The award shall be made at the sole discretion of the ESD #2 to the Proposer who best displays evidence of satisfactory qualifications and responsibility to fully execute the requirements as set forth by the ESD #2. Evidence of qualification and responsibility shall be furnished by the Proposer as described in this RFP and will be reviewed by the ESD #2. The award shall not be made until the ESD #2 has completed its investigation and verification of the Proposer's qualifications and financial viability.

The ESD #2 reserves the right to reject any or all proposals and also reserves the right to decline the award to any or all Proposers. The submission of a proposal by any Proposer does not by implication or expression commit the ESD #2 to enter into an agreement with that Proposer, or any Proposer. No agreement shall occur until the ESD #2 has enacted a resolution formally approving such agreement and a written contract has been executed.

The successful Proposer shall serve as the Contractor to the ESD #2 for a period of five (5) years, starting October 1, 2009. The Contractor may earn up to five (5) extensions of one (1) year each by substantially exceeding the minimum requirements of the contract during the previous one year term. If granted, the first renewal year (or sixth year) of the contract will be granted by the ESD #2 Board and will commence at the end of the five (5) year base contract. This process will repeat for subsequent years of the base contract.

Proposals are to be submitted at a substantial level of detail and completeness to allow adequate evaluation by the ESD #2 on a technical and financial basis. Proposals are expected to include details on the organization, insurance coverage and qualifications to perform the contracted for services.

A. Overview of System Design

Hill County is located in central Texas, and is bordered by Bosque, McLennan, Limestone, Navarro and Ellis Counties. The county seat, Hillsboro lies approximately 65 miles south of Dallas and 60 miles south of Ft. Worth. The County is divided into 5 ambulance districts with boundaries as designated on the map in Addendum #1.

This RFP is for the emergency and non-emergency ground ambulance services in the Emergency Services District only. There is potential for future inclusion of other areas, currently not included in the ESD #2.

B. ESD #2's Functional Responsibilities

The area includes the cities of Abbott, Aquilla, Blum, Bynum, Covington, Itasca, Malone, Penelope and unincorporated county area. ESD #2 provides funding for EMS to these rural and city residents of Hill County's ambulance district. Among other duties, it is the goal of the ESD #2 to ensure that reliable, high quality ambulance service exists on an uninterrupted basis, fully consistent with standards set forth in this RFP. To accomplish its responsibilities to the residents of the district, the ESD #2 provides the following:

1. Sets rules, policies and guidelines for the provisions of ambulance services in the ESD.
2. Conducts periodic bidding for emergency 9-1-1 ALS and other ambulance services; providing exclusive rights to the market area
3. Negotiates and executes contracts for ambulance service;
4. Employs contractual safeguards to guard against poor Contractor performance, service degradation or interruption for any reason, or service cutbacks by a "lame duck" Contractor;
5. Provides funding through tax subsidies to the provider;
6. Approves Provider rates through the bid process;
7. Requires Provider to manage a reasonable collection practice, which indemnifies the ESD #2 from all such collection efforts.

C. Contractor's Functional Responsibilities

Contractor provides and manages the delivery of ambulance services by meeting or exceeding the requirements of this RFP, including response time performance throughout the term of the contract.

The Contractor is responsible for the hiring of personnel, equipment maintenance, in-service training, coverage levels, shift schedules. Numerous ancillary and support functions are also among the Contractor's responsibilities, such as maintaining compliance with insurance requirements, personnel recruitment, disaster readiness, inventory control, and other functions.

The list of Contractor's responsibilities should be considered illustrative only and not complete. Along with other duties and responsibilities for providing 9-1-1 ALS ambulance services and non-emergency ambulance services, the Contractor shall:

1. Provide the necessary number of full time fully equipped ambulance vehicles dedicated to Hill County ESD #2 (appropriate markings are subject to prior Board approval, along with approved designation for ESD #2 taxpayer participation);
2. Provide for 9-1-1 and non-emergency dispatch services;
3. Employ and manage all ambulance personnel required for said vehicles;
4. Provide or purchase all in-service training required of ambulance personnel;
5. Furnish all fuel, lubricants, maintenance, repairs, and insurance, for vehicles and equipment;
6. Maintain superior working relationships with first responders;
7. Maintain superior working relationships with law enforcement agencies;
8. Ensure courteous, professional, and safe conduct of all ambulance personnel, and other staff at all times;
9. Maintain personnel certifications and its ambulance provider's license(s).
10. Keep the ESD #2 informed in a timely manner of all activities, issues, and policy/procedure modifications (internal and external) that may reasonably be expected to affect (positively or negatively) the County or the affected cities.
11. Provide training, support, re-supply, and Medical Director for the purpose of licensure by the State of Texas.
12. Provide a minimum fleet size of one hundred, twenty-five percent (125%) of proposed peak deployment.
13. Participate in a an annual financial audit of County provided funds.
14. Comply with all other obligations and conditions set forth in the contract with the ESD #2.

D. Schedule of Events

The following table provides information about the schedule for this procurement process at the

time of the RFP release.

<u>Task</u>	<u>Beginning Date</u>	<u>Deadline Date</u>
Issue RFP		June 8, 2009
<u>Mandatory Pre- Bid Conference</u>		June 29, 2009, 4:00 p.m.
Final day to Submit Questions		June 26, 2009,5:00 p.m.
Answers Due to All Proposers		July 6, 2009, 5:00 p.m.
Proposals Due		July 27, 2009
Committee Review	July 28, 2009	August 11, 2009
Recommendations Announcement		August 11, 2009
Contract Negotiations	August 12, 2009	August 31, 2009
Contract Start		October 1, 2009

Any time adjustments in the schedule after the release of this RFP will be provided in the form of a written addendum to the RFP sent to all persons who have been provided a copy of the RFP.

The mandatory pre-bid conference will be held on June 23rd, 2009 at 4:00 PM CST at the Hill County Courthouse Franklin Street Annex. Proposers are required to attend this conference to ask questions and receive clarifications concerning the RFP and the procurement process. Following the pre-bid conference final questions may be asked by June 29, 2009, and will be answered in writing to all Proposers by July 6, 2009. Requests for clarification of the RFP specifications after the pre-bid conference must be made in writing. Answers to questions, if any, raised by any proposer will be sent in written form to every potential proposer who attended the conference. Any information obtained by proposers from any source other than written communication from the City should be considered unofficial and possibly in error.

Any attempt to contact members of the selection committee regarding this procurement may result in non-consideration.

Questions will only be accepted by email at ESD2@co.hill.tx.us. For Proposers convenience the RFP w/map will be available at www.co.hill.tx.us.

II. Minimum Qualifications & Documentation of Credentials

A. Overview

This section delineates the minimum qualifications that a Proposer must possess in order to submit a response under this RFP.

There are two (2) key areas in which minimum qualifications must be established:

1. Previous experience in managing emergency services;
2. Financial depth and stability.

"The ESD #2 will determine if Proposer is qualified or not qualified to enter a contract through the procedure set forth in this RFP."

B. Methods of Qualifications

Should any group submit a proposal as a joint venture, or should any Proposer intend to utilize a sub-Contractor to fulfill specified aspects of its obligations, any information presented that does not reflect the experience of the operational unit that is responsible for this proposal shall be so noted. In addition, Proposer shall provide information regarding the experience in each of the two (2) key areas for which minimum qualifications are to be established for every member of a joint venture or subcontractor that may be involved in fulfilling the provisions of the RFP.

Proposers shall provide the following:

1. Analogous Experience

Proposer shall provide one of the following:

Documentary evidence that clearly demonstrates that the Proposer has experience managing an emergency 9-1-1 ALS level ambulance service. Information provided should include a list of communities in which the service is operated, name(s) of the County and contact officer(s) or designated government contact person, the number of responses provided in each of the past two (2) years, and a brief description of the community and service provided. Information regarding medical and governmental contacts should include names, titles, addresses, and telephone and facsimile numbers.

Or,

documentation of existing sophisticated internal emergency services management systems and personnel that can facilitate its transition to managing such a service.

Proposer shall also provide information and documentation of existing management and supervisory strength (including senior management's involvement in operations) in order 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 for providing services under this RFP.

2. Demonstration of Financial Depth and Stability

Proposer shall provide evidence that clearly documents the financial history of the organization and demonstrates that the Proposer has each of the following:

- (a) Financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the contract and the expertise of billing Medicare and other third party payors. Proposer shall include copies of its financial statements for the most recent two (2) year period, (audited financial statements if available); and documentation of expertise in billing Medicare and other third party payors of ambulance services.
- (b) Provide evidence of existing insurance coverage applicable to handling and use of similar materials. Provide written verification of insurer's willingness to indemnify the ESD #2 under the terms of the proposal.
- (c) Provide evidence of corporate or DBA filings in the manner in which tax returns are filed, and declare itself a for-profit or not-for profit entity.

III. Service Area Summary, Demographics and Background

A. Service Area

The ESD funded district is as shown on the map provided as Addendum 1.

The Proposer will submit a proposal to operate the ground 9-1-1 emergency and non-emergency ambulance service for this area.

B. Demographics

Population information for the district by cities, towns and the unincorporated county of the ESD #2 is provided below (2000 census).

Area	<u>Population</u>
Unincorporated County	18,368
Abbott	326
Aquilla	148
Blum	441
Bynum	244
Covington	301
Itasca	1,654
Malone	300
Penelope	230

C. Historic Service Volumes

The call volume information provided is an estimate based on the current provider's monthly information. They report 750, 9-1-1 requests for service calls annually, with approximately 36 non emergency transfers. The Average Patient Charge (APC) for 9-1-1 transports is approximately \$1,250.00. The ESD #2 believes that there are potentially additional non-emergency transfers outside of the ESD #2 contracted area. Proposers are encouraged to consider this additional work. Additionally, there are many special events, and seasonal recreational activities in the Emergency Services District area, for which Contractor should be capable of servicing on a scheduled basis. At no time can this additional work be accomplished using the dedicated resources for ESD #2 coverage.

IV. Proposal Provisions

A. General Contractor Relationship

Through this procurement, the ESD #2 has stated its intent to hire a single contractor to provide all of the services specified in the RFP. Should a proposer intend to use one or more subcontractors to provide any of the contractor's responsibilities, including but not limited to, ambulance response/transportation, staffing, training, dispatch, fleet maintenance, or any similar services, the proposer must provide information about the subcontractor and its relationship to the proposer. The inability or failure of any subcontractor to perform any duty or deliver contracted results will not excuse the primary contractor from any responsibility under the contract with the ESD #2.

B. Scope of Services and Minimum Standards

The contractor will provide all emergency and non-emergency ground ambulance service for the entire population of the Hill County ESD #2 area. The Contractor warrants that it is a licensed emergency medical service provider with the Texas Department of Health and that it shall at all times maintain such license in full force and effect.

This contract area does not have the call volume, nor population density to allow for a *high performance* bid. However, there are certain minimum standards that are *required* of the winning Contractor in the performance of this contract that must be adhered to. The Contractor is free and encouraged to use their expert judgment in providing services that exceed these minimum standards if they so choose. The required provision standards of this RFP (scope of services) are as follows:

Ambulance Coverage and Response Times

In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section; including staffing and placement of MICU units.

The ESD #2 shall provide the Contractor with a six month list of 911 call locations and Contractor will provide ambulances accordingly. There are currently three ambulances (one each) in Districts 1, 2 and 3, contracted to Lake Whitney EMS, one ambulance in District 4, contracted to Rural Hill EMS and one ambulance covering District 5 contracted by West Ambulance (West Ambulance is outside of the ESD #2). Stations and lease agreements for stations at Contractor's option will be negotiated and paid by the Contractor. The Contractor is responsible for providing back up services to those areas while the primary ambulance is on other responses. The Contractor is responsible for providing non 9-1-1 ambulances services to the District in compliance with the clinical and response time standards set forth in this RFP.

Response Times

Response times are a combination of dispatch operations and field operations. In this agreement into which it will enter, the ESD #2 does not limit the Contractor's flexibility in the methods of providing 9-1-1 EMS service as long as the minimum coverage standard is met.

1. Call Classification.

Contractor shall be primarily responsible for all 9-1-1 EMS classified calls within the ESD ambulance district.

2. Emergency Assignments.

The Contractor shall place a transport capable MICU ambulance at the scene of each life-threatening emergency request within fourteen (14) minutes and fifty nine (59) seconds on not less than ninety per cent (90%) of all emergency dispatch response requests (i.e., 9-1-1 EMS classified calls). This classification will be measured using the last 100 patient contacts.

a. There is a seventeen (17) minute, fifty-nine (59) second response allowed for all areas north, west and south of The Highlands security gate on White Bluff Drive in the White Bluff subdivision. Proposers are urged to maintain a relationship with the White Bluff Subdivision administration and to retain current access codes for the security gates.

b. There are three (3) areas considered "best effort" identified by the following descriptions:

- Area west and south of FM 2114 at FM 1304 to the south county line, with FM 933 bordered on east, including HCR 2200, HCR 2201, HCR 2202S, HCR 2202N, HCR 2203, HCR 2205, HCR 2206, HCR 2215, PR 201, PR 202, PR 204, PR 217, PR 220, PR 22020, PR 221A, PR 223, PR 224, PR 225, and Patton Lake Road;
- NW corner of Hill County, with Johnson County on the north, Bosque County on the West and Hwy174/FM 933 intersection on the East. The southern boundary of this area would be any northern access to Adair Spring Park, includes HCR 1102, HCR 1104 LP, HCR 1106, HCR 1114, HCR 1120, HCR 1123, HCR 1130N, PR 103, PR 104, PR 11040, PR 105, PR 106, PR 111, PR 110, PR112, PR 113, the subdivision of Chisholm Trail Park and the area of Nolan Spring Park;
- The private subdivision of Tres Vides, located west of US Hwy 77, between HCR 4350N and FM 934, approximately 5 miles northeast of

Hillsboro.

- c. The Contractor shall place a transport capable ALS ambulance at the scene of each non-emergency request within:
 - 10 minutes of the scheduled pick up time with 24 hours advance notice;
 - 45 minutes of time of call on unscheduled non-emergency requests.

3. Calculation of response times.

For all emergency service, the response time clock starts at "call received" (the second the Contractor's dispatch center is actually notified of the call and has the call location) to "arrival on scene" of the ambulance.

For all classifications of requests for services, the time "arrival on scene" shall be the time a fully equipped transport capable Advance Life Support ambulance arrives at the location of the request for service. Arrival at the location of the request of service means the moment an ambulance crew notifies the communication center that it is fully stopped at the location where the ambulance crew will exit to approach the patient.

In instances when the ambulance fails to report "at scene", the time of the next communication with that ambulance shall be used as the "at scene" time. However, the Contractor may appeal such instances when it can document the actual arrival time through another means, including First Responder reports or communications tapes. All response times shall be measured in seconds, not whole minutes.

4. Response Time Exemptions

The ESD #2 understands that isolated instances may occur in which the Contractor does not meet the stated performance specifications. However, a chronic failure to comply with the response time standards may constitute default of the contract. Chronic failure is defined as the failure of the Contractor to meet any response time standard, emergency or non-emergency, in any three (3) out of five (5) consecutive calendar month period.

The Contractor shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond the Contractor's reasonable control affect the achievement of specified response time standards. These unusual factors are limited to unusually severe weather conditions or declared disasters as noted below.

Equipment failure, traffic congestion, ambulance failure, dispatch error, or other causes shall not be grounds for granting an exception to compliance with the response time standard. No other causes of late response shall serve to justify exemption from response time requirements unless specifically authorized by the ESD #2.

Exemptions shall be as follows:

- a. Requests occurring during a period of unusually severe weather conditions when such response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from a delayed response. The Contractor shall make such requests retrospectively of the event to the ESD #2.
- b. Requests during a declared disaster confirmed by the ESD #2, locally or in a neighboring jurisdiction, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed.

Communications and Dispatch

In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Include proposed level of training by dispatch personnel, CAD (if any), communication infrastructure, and record keeping capabilities.

The Contractor will provide or provide for a computer aided dispatch system to be utilized to record dispatch information for all ambulance requests. The CAD time recording system shall include the date, hour, minutes and seconds. All radio and telephone communication including pre-arrival instructions and time track shall be recorded on tape and kept for a minimum of 365 days. The computer aided dispatch system shall meet the requirements as specified herein. Contractor will utilize certified personnel for the handling and disbursement of all emergency and non-emergency calls on a 24 hour a day, 7 days a week basis. Standard industry radio communications, GPS and mapping, paging and alert capabilities will be used at all times. The Contractor will put in place sufficient safeguards to ensure that dispatch personnel have the initial and on-going training, map knowledge and geographic understanding of the coverage area in Hill County.

Emergency Medical Dispatch (EMD) is required and will be provided through the Contractor's Communication Center. If CAD/EMD is sub-contracted, Contractor shall be responsible for payment of these services. ESD #2 will allow using the current dispatch and Beta EMD program with the Hill County Sheriff's Office, provided that Contractor negotiates with the Sheriff's Office all incremental expenses related to dispatch maintenance, personnel, equipment, and insurance. In the event the Beta program by the State of Texas is discontinued, the Contractor

must replace EMD at Contractor's expense within 72 hours.

Personnel

In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Include number(s) and level of field staff proposed for this contract.

All ambulance services will be provided at the advanced life support (ALS) level. Contractor shall staff each ambulance with certified emergency care providers in such number and with training and certification as required by the Texas Department of Health for Mobile Intensive Care Units.

A number of highly trained, dedicated personnel are currently working in the EMS system. To ensure a smooth transition, and to ensure that all employees have a reasonable expectation of employment in the Contractor's operation, the ESD #2 recommends that the Contractor recruits and retains employees currently working in the system. As this is a rural county, the use of local personnel ensures continuity and knowledge forwarding to the new system which would include county road maintenance, difficult routs (bridges etc.) and the location of chronic patients. Contractor is encouraged to show its intent and commitment in this area.

Contractor and contractor personnel should be familiar and compliant with NIMS and NIMS compliance requirements to the extent of job function and interaction with fire and law enforcement.

Clinical

In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Include under separate cover one (1) copy of the proposed medical

The Contractor will provide at all times an agreement that provides for a Medical Director, medical control, and medical protocols. These elements will be provided following the rules and regulations set forth by the Texas Department of Health. Contractor's Medical Director is also responsible for First Responder Organizations.

The Contractor will be required to provide on-going in service training program and a Quality Initiative program that at a minimum provides for retrospective chart review, and internal controls to insure protocol compliance.

Ambulance/Equipment and Supply

In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Include a complete list of vehicles proposed for this contract complete with vehicle type, year, and mileage. Describe your organization's vehicle maintenance program

and vehicle replacement schedules.

The Contractor is fully responsible for the provisions of maintenance and replacement of vehicles and equipment necessary to fulfill the obligations of this contract. The Contractor shall provide ambulances that are licensed with the Texas Department of Health as a Mobile Intensive Care Unit (MICU). The Contractor will provide such vehicles and equipment in sufficient quantity and quality to ensure that no lapse in service exists during times of maintenance or vehicle/equipment failure.

Contractor may not use front-line vehicles over 200,000 odometer miles or 12,000 meter hours without Board approval.

Reporting Requirements

In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section.

The Contractor will be required to submit regular reports to the ESD #2 regarding elements of the provisions of ambulance services in the contracted areas. Upon contract award the parties will meet, confer, and agree on a format for such reporting. This reporting will encompass such items as call volume and response time numbers, and quality assurance reporting. This required reporting will occur on a **monthly** basis.

First Responders and Mutual Aid

In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section.

The Contractor is encouraged to develop a strong working relationship with the other EMS providers, and the volunteer and municipal fire departments in Hill County. Mutual Aid agreements can be developed with other ALS providers to assist in coverage during times when the primary unit in an area is on another call. Using mutual aid does not excuse the Contractor from the response time requirements set forth in this RFP.

Contractor shall develop mechanisms to exchange re-useable orthopedic appliances and re-stock disposable BLS and ALS medical supplies used by the First Responders when treatment has been provided by the first responding personnel and patient care is assumed by the Contractor's personnel. Equipment and supplies will be exchanged on a one-for-one basis. Whenever possible this exchange should be accomplished on scene. If patient care or circumstances at the scene prevent an on-scene exchange, the Contractor will arrange to accomplish it as soon as reasonably possible.

Contractors are encouraged to detail any additional proposed support to the first response

program, including the provision of in-service training for the first responder agencies, which will benefit the EMS system as a whole. The training should, at minimum, facilitate on scene interactions with Contractor's personnel by offering joint EMS training and provide access to the Contractor's educational programs needed for the continued certification of the first responders.

In situations in which fire department or first responder personnel assist Contractor during transport to hospital, the Contractor shall provide or arrange return transportation to the fire station for those personnel, upon request of the Fire Department. This will be accomplished within a reasonable period of time. Contractor shall describe how they would accomplish this requirement to aid the Fire Departments.

Pricing

Proposers are asked to provide in their submitted proposal. pricing for the elements of the RFP as outlined. Provide proposal information on how you will cover the entire ESD ambulance district with primary and back-up ground coverage to meet the stated response time requirements.

Provide pricing information in the following two areas:

Ambulance Rates: Provide full ambulance rate information for your proposed operations for the five-year contract. Include fees for all charges; (i.e. base rates, mileage, and any add-on charges). Please provide your expected average patient charge (APC) for 9-1-1 transports, and for non-emergency transports.

Annual Subsidy Requirement: Provide annual subsidy requirement for each of the five (5) years of the base contract term. Subsidy (if any) will be paid monthly, and cannot be *front loaded* to pay for operational start-up costs.

Please provide any other information as provider(s) may deem necessary to complete this request for proposal that might enhance the ESD #2's ability to determine the provider(s) intent.

V. General, Financial and Administrative Provisions

Terms and Renewal Provisions

The term of the contract ultimately executed by the Contractor shall be for a period of five (5) years commencing midnight October 1, 2009, and terminating midnight September 30, 2014, with the earned extension potential of five (5) individual one (1) year extensions, on the same terms and conditions except with regards to the price/subsidy which may be adjusted as set forth in the contract. The Contractor may earn up to five (5) extensions of one (1) year each by substantially exceeding the minimum requirements of the contract during the previous one year term. If granted, the first renewal year (or sixth year) of the contract will be granted by the ESD #2 Board and will commence at the end of the five (5) year base contract. This process will repeat for subsequent years of the base contract.

The ESD #2 shall evaluate the Contractor's performance and may elect to award extensions, subject to the following requirements:

1. Response Time Performance Exceeding Requirements. Finding by the ESD #2 that the clinical and response time performance of the Contractor has, in general, exceeded the minimum requirements set forth in this Request for Proposal, and
2. Substantial Compliance. Finding by the ESD #2 that the Contractor substantially and consistently meets the various requirements of applicable federal, state and local laws, rules and regulations; and performance obligations of the agreement, and
3. Exceptional Performance. Finding by the ESD #2 that the Contractor has met and/or exceeded all commitments made by the Contractor in its winning proposal.

Insurance

Proposer shall provide evidence of ability to meet all requirements described in this section.

Throughout the term of the contract, and any extensions thereof, Contractor shall procure, pay for, and maintain the minimum insurance coverage and limits as provided for herein. This insurance shall be evidenced by delivery to ESD #2 of certificates of insurance written by one or more insurance companies with an A.M. Best rating of "A" or better, licensed to do business in the State of Texas and acceptable to the ESD #2. These insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or reinsuring these policies. Insurance requirements shall remain in effect throughout the term of this Agreement. The following coverage shall be provided:

- 1) Commercial general liability insurance, including but not limited to, bodily injury

property damage and personal injury, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and annual aggregate. Coverage shall be on “an occurrence basis,” and the policy shall include broad form property damage coverage, and contracted liability and fire legal liability of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, unless otherwise stated by exception herein.

- 2) Professional medical liability insurance including errors and omissions with minimum limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and an aggregate limit of no less than Two Million and 00/100 Dollars (\$2,000,000.00).
- 3) Automobile Liability with a One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage of per occurrence, and
- 4) "**No Representation of Coverage Adequacy:**" By requiring insurance herein, the ESD #2 does not represent that coverage and limits will be adequate to protect Contractor. ESD #2 reserves the right to review any and all of the insurance policies and/or endorsements cited in the Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Contract.
- 5) Worker’s compensation coverage and policy, in compliance with the State of Texas. The Workers’ Compensation policy must waive subrogation rights.

Policies other than the Workers’ Compensation Insurance shall name the ESD #2, its agents and employees as additional named insured. ESD #2 must receive at least thirty (30) days’ prior written notice of any expiration, cancellation, non-renewal or material change in coverage of Contractor’s insurance coverage. Nothing shall absolve Contractor of this requirement to provide notice. Any program of self-insurance risk employed by the Contractor shall be subject to prior approval and on-going monitoring by the ESD #2 and its legal counsel.

Performance Security

Proposer shall provide evidence of ability to meet all requirements described in this section.

Due to the importance of EMS to the communities it serves, the ESD #2 must do everything possible to eliminate the potential for a system failure. Ambulance service is an essential service and a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure of the Contractor.

The ESD #2 will use a pre-qualification of proposers as outlined in **Section II Minimum Qualifications & Documentation of Credentials** to ensure the ability of the proposer to fulfill the obligations of this RFP. The Contractor will execute a three way leasing agreement or standby lease agreement, in a form acceptable to the ESD #2, which will assure the ESD #2 immediate access to any and all equipment and supplies, and other assets that the ESD #2 determines are necessary for the continued operations of the system. In addition, the ESD #2 has the right to terminate the contract for major breach.

The Contractor will deposit with the ESD #2, an annually renewable performance bond in a form acceptable to the ESD #2. The amount of the performance bond shall be two hundred thousand dollars (\$200,000.00). The parties will agree that this is a reasonable amount for total liquidated damages in the event of Contractor's failure to perform, termination, or breach of contract.

Contractor Default and Provisions for Early Termination

Conditions and circumstances that constitute default under the contract shall include but not be limited to the following:

1. Failure of the Contractor to operate the service in a manner consistent with federal, state and local laws, rules and regulations. Minor infractions of these ordinances, laws and related regulations will not constitute a breach;
2. Supplying the ESD #2 with false or misleading information with regard to records, documents or data kept for the purposes of determining Contractor's performance under the terms of this proposal;
3. Deliberate and unauthorized scaling down of operations to the detriment of performance or level of service;
4. Chronic and persistent failures of the ambulance provider's employees to conduct themselves in professional manner, and to present a professional appearance to such extent that the ESD #2' name may be harmed;
5. Failure of the Contractor to provide data generated in the course of operations, including, but not limited to, patient report data, response time data, or financial data;
6. Failure of the Contractor to assist the ESD #2 in its take over after the declaration of a major beach has been declared by the Contract Administrator;
6. Failure to substantially and consistently meet or exceed the various clinical response standards provided for in this RFP;
7. Excessive and unauthorized scaling down of operations to the detriment of performance

during “lame duck” period;

8. Failure of the Contractor to maintain equipment in accordance with manufacturer or industry maintenance practices;
9. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;
10. Chronic failure of the Contractor to meet response time requirements as set forth in the contract. Chronic failure shall be defined as three (3) of five (5) consecutive calendar months;
11. Failure to furnish key personnel of quality and experience as agreed;
12. Failure to submit reports and information under the terms and conditions outlined in this RFP;
13. Failure of the Contractor to maintain insurance in accordance with the agreement; and
14. Any other failure of performance required in this Agreement and which is determined by the ESD #2 to constitute a default or endangerment to public health and safety.

The Contractor shall be liable to the ESD #2 for all fees, costs and expenses incurred by the ESD #2 to enforce the terms of the Contract.

VI Submission & Scoring of Proposals

General Submission Information

1. Procurement Time Frames

The schedule for the ESD #2' procurement is outlined in Section I, D of this RFP. Failure to comply with any time frames outlined in the Schedule of Events may result in automatic disqualification of the Proposer.

2. Proposal Submission

Proposals must be in writing. There is a maximum of 75 pages total; medical protocols will be accepted under separate cover. Late proposals will not be accepted. The sealed package containing one (1) original, ten (10) copies plus CD, is to be labeled on the outside with the "Hill County ESD #2 RFP" and addressed to:

Hill County ESD #2
c/o Hill County Judge
PO Box 457
80 N. Waco
Hillsboro, Teas 76645

The ESD #2 must receive the submission no later than 5:00 p.m. July 27, 2009.

3. Estimated Business Volumes

ESD #2 specifically makes no representations or warranties regarding the number of request for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special event coverage that may be associated with this procurement. Any and all historical data on past volumes of business with the ESD #2 service area are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume. The ESD #2 recognizes that proposers are experienced experts in the delivery of emergency and non-emergency ambulance services, and therefore presumably better qualified than the ESD #2 to predict ambulance transport volumes based upon population, demographics, and trends.

4. Exceptions

Proposers taking material exception to ESD #2 to the specifications may be disqualified. The purpose of the pre-bid conference is to provide clarification of the RFP and its specifications before submission of proposals. If an organization has questions regarding the RFP and its specifications, a request for clarification should be submitted at the pre-bid conference to obtain

a ruling on the matter before submitting the proposal.

5. Withdrawals of Proposals

No proposal may be withdrawn after submission.

6. Proposal Cost and Ownership

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the proposer, and with the express understanding that no claims against the ESD #2 for reimbursement will be accepted. All proposals will become the property of the ESD #2 and will not be returned to the proposer. The proposer should not include confidential information or trade secrets to be considered confidential since, subsequent to the selection and evaluation process, all accepted proposals will become public information. However, if such information is necessary to ensure a competitive proposal, then the proposer is to follow the guidelines for confidential information as discussed further in this section.

7. Confidential Information

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. To protect such data from disclosure, the proposer should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages.

8. Permits and Licenses

The Contractor will be responsible for and hold any and all required federal, state, and local licenses required necessary to perform the duties under the contract. In addition, the Contractor will make all necessary payments for licenses and permits to conduct its business and duties under the contract. The Contractor will assure that all necessary renewals are made on time. The Contractor will be responsible for assuring that all of its personnel hold valid state and local certifications at all time to meet the contractor's responsibilities under the contract.

9. Compliance with Laws and Regulations

All services furnished by the contractor under the contract shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.

Mandatory Table of Contents

In order to ensure that the evaluation of the proposals is as equitable as possible, all proposals shall be submitted in the following format. Order and numbering conventions should be consistent with the required Table of Contents

The mandatory Table of Contents is as follows:

Letter of Transmittal

- I. Introduction
- II. Description of Proposed Organization
- III. Proposer's Qualifications
 - a) Previous Experience in Managing EMS
 - b) Financial Depth and Stability
- IV. Compliance with Scope of Services and Minimum Standards
 - a) Ambulance Coverage and Response Times
 - b) Communications and Dispatch
 - c) Personnel
 - d) Clinical
 - e) Equipment and Supply
 - f) Reporting Requirements
 - g) First Responders and Mutual Aid
 - h) Insurance Provisions
 - i) Performance Security
- V. Pricing

Evaluation of Proposals

Proposals will be evaluated by the ESD #2 Board. ESD #2 Board Attorney, Mr. John Carlton will provide legal advice and consultant Steve Athey will provide technical support to the committee.

Investigations of Proposers' submission and services may be conducted as deemed necessary by the ESD #2. Such investigation could include a site visit should one be desired.

Proposals will be evaluated as follows:

1. *Review of Qualifications* – Each Proposer's qualifications for providing the 9-1-1 ALS transport service will be reviewed by the Board. Proposers must satisfactorily meet the qualifications set forth in the RFP before consideration of the proposals will take place.
2. *Compliance with RFP* – Proposals determined to be non-complaint with the RFP will be eliminated. Compliance means that the proposal is submitted by a Proposer that has been qualified to submit a bid through the qualifying process; the mandatory Table of Contents has been followed, programs and offering described in the proposal meet the prescribed minimum standards, and complete pricing information is submitted in the format stipulated in the RFP.
3. *Award of Quality Points* – Scoring will be based upon a point system with points allocated to each criterion in the required outline format of the proposal. Each Selection Committee member shall score each proposal.
 - a. The Board members individually shall rate each proposal on each criterion and assign a point value within the range of points allocated to each criterion.
 - b. The point totals for all committee members for each individual proposal will be averaged and that average point value will be the Quality Point value assigned to the appropriate proposal.

Award of Points for Pricing - Pricing for subsidy requirement for each proposal will be evaluated by the ESD #2 for the five (5) year period. On a preliminary basis, the lowest cost proposal will be awarded twenty-five (25) points. All other Proposer's will be awarded points in an inverse ratio of each Proposer's price to the best base price.

Item	Score
Letter of Transmittal	
I. Introduction	
II. Description of Proposed Organization	
III. Proposer's Qualifications a) Previous Experience in Managing EMS b) Financial Depth and Stability	Pass/Fail
IV. Compliance with Scope of Services and Minimum Standards a) Ambulance Coverage and Response Times b) Communications and Dispatch c) Personnel/Local Knowledge d) Clinical e) Equipment and Supply f) Reporting Requirements g) First Responders and Mutual Aid h) Insurance Provisions j) Performance Security	25 10 30 20 10 5 15 5 5
V. Pricing Sheet	25
Total	150