



**REQUEST FOR PROPOSAL (RFP) #2019-500
EMERGENCY MEDICAL SERVICES
TAYLOR COUNTY
JULY 9, 2019**

RFP DUE: THURSDAY, AUGUST 1, 2019 at 2:00PM CST.

Taylor County (herein after referred to as "County" or "Taylor County") seeks Competitive Sealed RFP in response to this Request for Proposal (RFP) for Emergency Medical Services

Competitive Sealed RFP must be submitted with **one (1) original, one (1) copy, and one (1) electronic copy of the entire Proposal on a flash drive.**

IMPORTANT DATES:

PROPOSAL DUE DATE and TIME: RFP are due by 2:00 p.m. on Thursday, August 1, 2019.

RFP must be delivered by mail, express mail, or in person to:

Mailing Address:

Taylor County Purchasing
Attn: Scott Henderson
600 Pecan Street
Abilene, Texas 79602

All RFP's must be in a sealed envelope clearly marked with Proposal name, Proposal number, and opening date in the lower left-hand corner of the envelope.

All questions and correspondence must be directed to the Purchasing Agent – Taylor County and submitted in writing via email to hendersons@taylorcountytexas.org.

Respondents shall restrict all contact with the County and direct all questions, in writing, via email, regarding this RFP, to the County's Purchasing Agent. Do not contact members of the Commissioners' Court, Elected Officials, Department Heads, or other employees of Taylor County regarding this RFP. Contact with any county employees regarding this RFP, after issuance of the RFP and before selection is made, will result in disqualification.

Enclosed for your consideration is the RFP with all attachments. To be considered for this purchase, your firm must meet the qualifications and satisfy the requirements set forth in the RFP.

Proposer shall sign and date the Proposal as requested on each page. RFP, which are not signed and dated in this manner, may be rejected.

Please note that all RFP's must **be received at the designated location by the deadline shown**. RFP's received after the deadline will **not be considered** for the award of the contract and shall be considered void and "Non-Responsive" in accordance with state law.

Taylor County is very conscious and extremely appreciative of the time and effort you have expended to submit a Proposal. If your response to this RFP is a "No Proposal" response, submit a "Statement of No Proposal" stating your reason and any requirement of this RFP which may have influenced your decision.

Any interpretation of the RFP will be made only by RFP Amendment and or Addendum duly issued by the Purchasing Office. Taylor County reserves the right to accept or reject any or all RFP's as it deems in its best interest and to waive any formalities.

It is the Proposers responsibility to verify the issuance of Addenda in regard to this Proposal. All Addenda shall be made available to all known Proposers and shall be posted on the Taylor County Purchasing Website at: <http://www.taylorcountytexas.org/bids.aspx>

Taylor County shall not be responsible for failed internet connections or power interruptions.

TABLE OF CONTENTS

PART I. INTRODUCTION

PART II. SCOPE OF WORK

PART III. INSTRUCTIONS FOR PROPOSAL RESPONSE

ATTACHMENT A: PROPOSAL CERTIFICATION

ATTACHMENT B: PROPOSAL SUBMISSION FORM

ATTACHMENT C: CONTRACT

ATTACHMENT D: DISCLOSURE REQUIREMENTS

ATTACHMENT E: AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

ATTACHMENT F: INDEMNITY AGREEMENT

ATTACHMENT G: SWORN VERIFICATION OF STATEMENT

ATTACHMENT H: W-9 REQUEST FOR TAXPAYER IDENTIFICATION

ATTACHMENT I: CERTIFICATE OF INTERESTED PARTIES

PART I- INTRODUCTION

1.1 Information

1.1.1 Taylor County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, §18(b). The Commissioners Court consists of, the County Judge, who is elected at large to a four-year term, and four County Commissioners, each elected to represent a precinct within the County for a four-year term. In all Texas counties, the County Judge presides over Commissioners Court meetings.

1.1.2 Taylor County, which serves an area of 919 square miles, is located in West Texas and is bounded by Jones, Nolan, Runnels, and Callahan Counties. The U.S. Census Bureau estimates the County's current population at 137,640. The City of Abilene is the County Seat.

1.1.3 Inquiries/Questions concerning this Request for Proposal (RFP) must be submitted in writing via email no later than **JULY 22, 2019 at 2:00 p.m. (Central Standard Time)**. All inquiries must be directed to the Purchasing Agent at:

Scott Henderson
Taylor County Purchasing Department
600 Pecan Street
Abilene, Texas 79605
hendersons@taylorcountytexas.org

Note: It is the responsibility of the person submitting the inquiry to verify that the Purchasing Department has received inquiry.

1.1.4 Deadline for submitting RFP is **AUGUST 1, 2019, 2:00 p.m.** (Central Standard Time) Hours of delivery/service shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise stipulated.

1.1.5 Submittals: One original (1), one (1) copy and one (1) electronic copy of the entire PROPOSAL on a flash drive must be submitted in a sealed envelope clearly labeled with the Proposal name, Proposal number, and opening date in the lower left-hand corner of the envelope.

1.1.6 Acceptance - All RFP's must include a statement that they are valid for a minimum period of ninety (90) days subsequent to the RFP closing date.

1.1.7 Late RFP - will not be considered. Each Proposer shall be solely responsible for ensuring that the County receives the Proposal within the time limit indicated.

1.1.8 Non-appropriation - The County may cancel the contract should the present or any future County Commissioners Courts not appropriate funds in any fiscal year for the payment of this agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the County shall give the successful Proposer written notice of cancellation and the

County shall not be obligated to make any payments beyond the end of the fiscal year for which funds were appropriated (related to a subsequent fiscal year).

1.1.9 Costs – Costs related to preparation of a response shall be the responsibility of the Proposer. There is no expressed or implied obligation for Taylor County to reimburse Proposers for any expense incurred in preparing a Proposal in response to this RFP and Taylor County will not reimburse Proposers for these expenses.

1.1.10 Ownership of Proposal – Each Proposal shall become the property of Taylor County upon submittal and will not be returned to Proposers.

1.1.11 Right of Rejection - Taylor County reserves the right to reject any or all RFP'S submitted and to waive any informality in RFP'S received.

1.1.12 Clarification or Additional Information Requested - During the evaluation process, Taylor County reserves the right, where it may serve Taylor County's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of Taylor County, firms submitting an RFP may be requested to make oral presentations as part of the evaluation process.

1.1.13 Right of Retention - Taylor County reserves the right to retain all RFP's submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected, provided that the information was not marked as "Proprietary and or (Confidential)". Submission of a Proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between Taylor County and the firm selected.

1.1.14 Award - it is anticipated that Taylor County Commissioners Court will award the contract for RFP 2019-500 Emergency Medical Services on or before August 20, 2019, or as soon thereafter as possible.

2.1 General Contract Terms and Conditions

The parties, Taylor County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor", "Proposer", "Offeror"), hereby agree upon the following terms and conditions.

2.2.1 Contract - This Proposal, submitted documents and any negotiations, when properly accepted by Taylor County, shall constitute a contract equally binding between the successful Proposer and Taylor County. No different or additional terms will become a part of this contract with the exception of a Change Order.

2.2.2 Conflict of Interest - No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171.

2.2.3 Complete the Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ) - Complete this form and note if you have a conflict of interest with any County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

2.2.4 Equal Opportunity – Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

2.2.5 Confidentiality - All information disclosed by Taylor County to the successful Proposer for the purpose of the work to be performed or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

2.2.6 Proprietary Information and Texas Public Information Act – All material submitted to the County as part of the RFP shall become public property and subject to the Texas Public Information Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary.

Note: Items marked "proprietary information" must meet the Texas Public Information Act requirements. Marking the entire submission, or large portions of the Proposal, "proprietary" will not meet the spirit, or the letter of the law, and will not be treated as proprietary information.

2.2.7 Addenda - Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be emailed to all who are known to have received a copy of this Request for Proposal, Proposer shall acknowledge receipt of all addenda with Proposal submission.

2.2.8 Change Orders - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the Commissioners Court.

2.2.9 Incorporation of Exhibits, Appendices and Attachments – All of the exhibits, appendices and attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.10 Assignment - The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Taylor County Commissioners.

2.2.11 Venue - This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Taylor County, Texas.

2.2.12 Compliance with Laws – Taylor County and successful Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers’ Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the successful Proposer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above as specified.

2.2.13 IRS Form W-9 Request for Tax Payer Identification Number and Certification:

The IRS W-9 Form must be completed, signed and returned with the Proposal response. More information on this form can be found at the Internal Revenue Service (IRS) website at <https://www.irs.gov/forms-pubs/about-form-w9>.

The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this Proposal.

2.2.14 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission adopted rules and requires online filing of Form 1295 through their Website. The completed form, which will include a unique certification number, must be submitted to the County as part of your Proposal.

Information regarding how to complete the online form is available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

2.2.15 Texas House Bill 89– Prohibition On Investment In Companies That Boycott Israel:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. Texas Government Code, Chapter 2270.002, which states a government may not enter into a contract with a Company for goods or services unless the contract contains written verification from the Company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract. Proposer must complete the form certifying that they are in compliance with these requirements. Prohibition on

contracts with companies boycotting Israel per Texas Government Code, Chapter 2270.001, Definitions:

1. "Boycott Israel" has the meaning assigned by Section 808.001.
2. "Company" has the meaning assigned by Section 808.001.
3. "Government entity" has the meaning assigned by Texas Government Code, Section 2251.001.

2.2.16 Texas Senate Bill 252 – Prohibition On Contracting With A Company Doing Business With Iran, Sudan, Or A Foreign Terrorist Organization:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. Texas Government Code, Chapter 2252.152, which states a government may not enter into a contract with companies engaged in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. Proposer must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with certain companies per Texas Government Code 2252.151 Definitions:

1. "Company" has the meaning assigned by Section 806.001.
2. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
3. "Government contract" means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code Chapter 2254.
4. "Government entity" has the meaning assigned by Texas Government Code, Section 2252.001.

2.2.17 Section 2252.152 – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A government may not enter into a governmental contract with a Company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

2.2.18 Section 2252.153 – Listed Companies. The Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

2.2.19 Standard Insurance Policies Required:

All insurance requirements, including public liability and workers' compensation, as outlined in Texas State

Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

General Requirements applicable to all policies:

- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- "Claims Made" policies will not be accepted.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Taylor County.
- All insurance policies shall be furnished to Taylor County upon request.

The County requires that the Proposer awarded the contract maintain in force such insurance that will protect themselves and the County from claims which may arise out of, or result from the execution of, the work whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts they may be liable.

2.2.20 INSURANCE AND LIABILITY:

During the period of this Contract, contractor shall maintain at their expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

1. Name Taylor County as additional insured, as its interests may appear.
2. Provide County a waiver of subrogation.
3. Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
4. Provide the County a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Taylor County.**
5. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	\$1,000,000
Bodily Injury (Each person)	\$1,000,000
Bodily Injury (Each accident)	\$1,000,000
Property Damage	\$1,000,000

General Liability (Including Contractual Liability):	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

Excess Liability:	
Umbrella Form	\$5,000,000

Worker's Compensation: Statutory (\$500,000)
Professional malpractice liability policy in a minimum amount of \$2,000,000.

2.2.21 Indemnification - Successful Proposer shall defend, indemnify and hold harmless Taylor County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for 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 or any negligent act or omission or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against Taylor County growing out of such injury or damages.

2.2.22 Termination of Contract - **This contract shall remain in effect until contract expires, completion and acceptance of services or default. Taylor County reserves the right to terminate the contract immediately in the event the successful Proposer fails to:**

Meet delivery or completion schedules, or otherwise perform in accordance with the accepted Proposal.

Breach of contract or default authorizes the County to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

Either party may terminate this contract with one hundred eighty (180) days written notice prior to either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to: Taylor County Judge, 300 Oak Street, STE 200, Abilene, Texas 79602.

2.2.23 Performance of Contract - Taylor County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

2.2.24 Invoices - Invoices shall be sent directly to the Taylor County, Attn: Accounts Payable, 600 Pecan Street, Abilene, TX 79602 or taylorcoinvoices@taylorcountytexas.org. The invoices shall show:

- Firm name and address
- Reference Contract # (proposal or bid)

2.2.25 Payment - Payment will be made within thirty (30) days after satisfactory acceptance by the County of all completed services and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Payment requests must be submitted in accordance with the contracted payment schedule.

3.1 CONTRACT PERIOD - The contract period shall be a term of ONE (1) year from the date of contract execution or as otherwise specified. The Contractor may receive, at the discretion of the

County, up to five (5) extensions of ONE (1) year each. To exercise a contract term extension, Contractor must, no later than six (6) months prior to the end of the initial term, request in writing for an additional ONE (1) year extension. In the event the parties desire to extend the term of this Contract for a term longer than SIX (6) years, the parties may do so by mutual agreement in writing.

3.2 ESCALATION/DE-ESCALATION CLAUSE- Prices bid on this contract will be firm for the first 12 months. Price may be renegotiated prior to the execution of the Option to Renew. Decreases/Increases will only be effective on the anniversary date of this contract. Renegotiated increase in price can run from 0 to 10 percent. Price increase will be no greater than ten percent (10%) above the current price of this contract. Contract price increases will only be allowed if there are substantial increases in supplies, fuel & etc. during the contract year. Taylor County reserves the right to research products and the amount of increases during the contract year. Taylor County also reserves the right not to renew if the escalated cost is above ten-(10) percent.

3.3 LOCAL PREFERENCE- In accordance with Local Government Code §271.905, if a local government receives one or more RFP from a Proposer whose principle place of business is in the County and whose Proposal is within three percent of the lowest Proposal price received by the County from a Proposer who is not a resident of the County, the County may enter into a contract with: (1) the lowest Proposer; or (2) the Proposer whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local Proposer offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government. This section does not prohibit a local government from rejecting all RFP.

3.4 FIRM PRICING- All of the items listed are to be on a “per unit” basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the contract per the Proposal document. Proposer shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Purchase Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

3.5 EVALUATION CRITERIA- Criteria utilized by Taylor County for determining the lowest responsible Proposer includes, but is not limited to:

- 50 Points: The cost of services to the County
- 10 Points: Company Background and Experience. Offerors who have proven experience at public sector sites similar in scope, size and complexity to the County are preferred. Offerors should provide a list of clients with active contracts within the last five (5) years.
- 10 Points: Implementation Plan/Staffing- The certifications and credentials of EMT personnel: Provide Resumes of qualified EMT's
- 20 Points: Scope of Services-County will analyze the Offeror's response to scope of services

- and the extent to which the services meet the County's needs.
- 10 Points: Ability to provide insurance and Performance Bonds as may be required by the County

3.6 PROTESTS- Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after Proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

3.7 CONTRACT ADMINISTRATION- Under this contract, the Administrator to Commissioner's Court, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Taylor County Commissioner's Court and the successful Proposer.

PART II- SCOPE OF WORK

4.1 The intent of this Scope of Work is to solicit competitive sealed proposals to provide 911 Emergency with Mobile Intensive Care Unit (MICU) Ambulance Service for Taylor County. The County is seeking the Highest quality, most reliable paramedic ambulance services at the most reasonable and competitive cost.

4.2.1 MINIMUM REQUIREMENTS: Successful proposals will include, at minimum, the following:

4.2.2 Proposer shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

4.2.3 Proposer shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Proposer by the County.

4.2.4 The Proposer will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Taylor County Emergency Services. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs.

4.2.5 Dispatching responsibilities will be handled by the Taylor County Sheriff's Office.

4.2.6 The Proposer shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and provide copies of all licenses to the Commissioner's Court before services start.

- 4.2.7** The Proposer shall accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.
- 4.2.8** The Proposer shall make emergency services National Fire Protection Association (NFPA), as defined by NFPA standards, available to all persons within the service area defined in the Contract.
- 4.2.9** The Proposer shall provide a standby ambulance and emergency medical personnel for standby upon request of the Commissioner's Court, County Sheriff, Fire Chief's or Chiefs of Police of any municipality, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.
- 4.2.10** Subject to the Proposer's reasonable policies and procedures regarding same, the Proposer shall permit observers from the public safety departments of the County. The Proposer's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.
- 4.2.11** The Proposer shall comply with all the County Emergency Operations Plans, or successor plans adopted and approved by Taylor County whenever the provisions of such plan or plans are in effect. The Proposer will participate in the Taylor County Local Emergency Planning Committee.
- 4.2.12** The Proposer further agrees to participate in required community disaster drills as directed by Taylor County and within the Proposers resources and guidelines for such activities.
- 4.2.13** The Proposer may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.
- 4.2.14** The Proposer shall meet response times as outlined herein.

Taylor County expects response times to be the following for all locations:

- A. Life Threatening Emergency Calls- 30 Minutes or less
- B. Non-Life Threatening Emergency Calls- 40 Minutes or less

Locations for service include (average yearly runs, last three years):

CAPS	Mulberry Canyon (4)
Buffalo Gap (158)	Ovalo
Bradshaw	Potosi (206)
ECCA (36)	Shep*
Hamby (.33)	Trent (47)
Happy Valley*	Tuscola (169.3)

Lawn (47.3)

Tye (234)

Merkel (349)

View (133.6)

Moro* (6.3)

All other unincorporated areas within the Taylor County.

*special consideration may be made for these locations on a case by case basis.

4.2.15 The Offeror shall have a minimum of five (5) years' experience providing 911 emergency services.

4.3 TRANSPORT

4.3.1 The Proposer shall provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, based upon the chief complaint/illness/injury. Patients have the right to request transport to a particular facility within the County, however it is the responsibility of the Proposer's staff to communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition.

4.3.2 The selected Proposer will transport Sheriff's Office and local area Police Department (PD), Fire/Rescue, and personnel who are injured in the line of duty at no additional charge.

4.4 COMMUNICATIONS EQUIPMENT

4.4.1 The Offeror shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by the County and participating cities.

4.4.2 Any vehicle that responds to a call in Taylor County shall have a fully operational vehicle and portable radio as described in 4.4.1.

4.4.3 COMMUNICATIONS: The communications section shall include at a minimum.

4.4.3.1 Each Offeror 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.

4.4.3.2 Describe how the Offeror will ensure redundancy/back-up of communications in the event of a manmade or natural disaster affecting primary dispatch location/services.

4.5 NOTIFICATION:

4.5.1 The Emergency Management Coordinator shall be notified immediately whenever the following occurs: mass casualty incidents; or motor vehicle accident involving an Offeror operated

ambulance.

4.5.2 The Commissioner's Court shall be notified within the next business day, whenever the following:

4.5.2.1 A change in the Offeror's management or supervisory structure.

4.5.3 AVAILABLE AMBULANCES:

4.5.4 When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance shall be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

4.6 RESPONSE TIME:

4.6.1 As used herein, the term emergency request shall include any response by the Offeror under the contract on an emergency service request received by the Offeror from Taylor County Dispatch or a call received directly from the public within the service area.

4.6.2 Response to emergency requests shall be determined the moment the Offeror's ambulance is notified of the emergency service request. The Offeror has a duty to immediately notify Taylor County Dispatch of the current location that the Offeror is located when service request is received.

4.6.3 For purposes of determining the Offeror's compliance with the response time standards as set forth in this RFP, and for calculating assessments, every emergency request for ambulance service shall be counted except as follows:

4.6.3.1 Requests during a disaster, locally or in a neighboring jurisdiction that an Offeror's ambulance is dispatched to.

4.6.3.2 An inclement weather condition exists.

4.6.3.3 The response for an emergency request may also be excluded when the Emergency Management Coordinator determines there is other good cause for an exception.

4.7 AMBULANCE SPECIFICATIONS

4.7.1 The Offeror shall be responsible for management and operation of all ambulances, including Advanced Life Support with Mobile Intensive Care Unit capable.

4.7.2 MICUs shall be staffed with no less than two (2) emergency medical services personnel, one (1) of whom shall be no less than an EMT-B and one (1) of whom shall be an EMT-P. Contractor must comply with requirement for EMT-P to perform and ride as the attendant on all calls requiring advanced life support care. At all times and in all cases each MICU shall be staffed in accordance with the applicable Federal, State and local laws, rules and regulations.

- 4.7.3** All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. This shall remain in effect unless otherwise approved in writing by the County.
- 4.7.4** Each ambulance used in the emergency transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901.
- 4.7.5** Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.
- 4.7.6** Each ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license number.
- 4.7.7** Any ambulance used by the Offeror for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

4.8 PERSONNEL

- 4.8.1** The Offeror should attempt to employ EMT's, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMT's with experience, knowledge and history of the Taylor County area should be considered first. This is critical for the working relationship with all volunteer fire and rescue departments and county citizens of the familiar faces in the community.
- 4.8.2** The parties understand that the EMS System requires professional and courteous conduct at all times from Offeror's field personnel, middle management, and top executives. The Offeror shall employ highly trained paramedics, EMT's, and support staff to provide patient care and to operate Offeror's vehicles and equipment.
- 4.8.3** Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Offeror, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. Any of Offeror's employees who operate under the contract shall conform to the Offeror's dress code which shall conform to DSHS guidelines (on shirt or uniform, polo shirt or uniform shirt).
- 4.8.4** The parties understand that training and educational requirements change from time to time for EMT's and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. The cost of such training or education shall be the sole responsibility of the Offeror.
- 4.8.5** The Offeror shall utilize management practices that ensure that on duty personnel working are not exhausted to an extent that might impair judgement or motor skills.
- 4.8.6** The Offeror shall have in place a third party independent testing program for random drug screening of all personnel providing response under the contract. Further, the Offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the

influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

4.8.7 The Offeror shall have a Standard Operations Manual (SOP) that describes how complaints regarding level of care, response or employee action or inaction are handled. This SOP will be given to the Commissioner's Court at beginning of contract.

4.8.8 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the Commissioner's Court shall be answered, by the Offeror, within 5 business days to include actions taken, including disciplinary action and other corrective measures.

4.8.9 It shall be of the utmost importance that employees of the Offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

4.8.10 All Contract personnel shall be trained and receive certification as current level NIMS (National Incident Management System) compliant.

4.8.11 Offeror will have staff available and a toll free phone number, capable of discussing and resolving billing questions.

4.9 QUALITY IMPROVEMENT & MITIGATION PROGRAMS

4.9.1 Offeror shall develop and have in place a comprehensive weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

4.10 FIRST RESPONDERS

4.10.1 The fire departments within the service area have, on a limited basis, first responder programs in place. The Offeror shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

4.10.2 The Offeror shall provide an exchange of disposable medical supplies used by the fire departments at no charge.

4.10.3 The first certified registered responding agency on the scene shall have primary responsibility for patient care until such time as care is turned over to the Offeror. The highest ranking fire department officer on the scene shall have scene control as Incident Commander.

4.10.4 The Offeror shall be responsible for coordinating and providing first responder continuing education (CE) on at least a quarterly basis.

4.11 OVERVIEW OF THE COUNTY AND EMS STATISTICS

4.11.1 Taylor County Service Area is made of approximately 800 sq. miles and contains less than 15% of the County's Total Population of approximately 134,000.

4.11.2 The new contract will be an emergency service contract with fully staffed and equipped paramedic units for the areas described in this RFP.

4.11.3 Call History:

	2016	2017	2018
Ambulance Total Runs	1125	1439	1625
Ambulance Transports	734	909	986
Ambulance Cancels	124	183	228
Ambulance-No Transport	267	347	411

4.12 PERFORMANCE BASED CONTRACT

4.12.1 This procurement will result in the award of a Performance-based contract.

Deductions will be assessed for failures to achieve minimum standards set forth in the Contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically

4.12.1.1 Ambulance response times shall meet the response requirements set forth in the RFP

4.12.1.2 The Sheriff's Office will be responsible for dispatch of ambulances under this contract.

4.12.1.3 Clinical performance shall be consistent with approved medical standards and guidelines set forth by the State of Texas

4.12.1.4 The conduct of personnel shall be professional and courteous at all times

4.12.1.5 There shall be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

4.12.1.6 Clinical and response time performance shall be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in 4.14.

4.12.1.7 This is not a level-of-effort contract. An Offeror who fails to perform shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting an Offeror's offer, the County neither accepts nor rejects the Offeror's level-of- effort estimates; rather, the County accepts the Offeror's promise to employ whatever level- of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

4.13 USE OWN EXPERTISE AND JUDGEMENT

4.13.1 Offeror is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", the County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each Offeror's own strategies and tactics for getting the job done.

4.13.2 The County hopes to promote innovation, efficiency, and superior levels of high performance.

4.14 PERFORMANCE REVIEW

4.14.1 Commissioner’s Court shall conduct a quarterly evaluation of the performance of the Offeror utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations at such times specified by the county. This will include but not be limited to issues of mere compliance with the terms of the contract.

4.14.2 The Offeror’s performance should exceed the minimum requirements of the contract.

4.15 RESPONSE DAMAGES

4.15.1 In each monthly period (beginning on the first day of each month), not less than (100%) of the Offeror’s response to emergency requests shall be performed as set forth in the RFP.

4.15.2 Failure of the Offeror to meet response time requirements may result in a deduction from the operating subsidy or an assessment of fees (collected quarterly) based on the following:

4.15.2.1 The table below shows deduction/assessment of fees per monthly period
(Deduction/assessments are cumulative):

4.15.2.2 85-100% MICU responses – No assessment

4.15.2.3 84% or less MICU responses - \$1,000 assessment per call

4.16 REPORTING: At a minimum the offeror will provide the following reports:

4.16.1 Each month a response time exception report will be submitted to the Commissioner’s Court before the close of business on the 10th of each following month.

4.16.2 Driver performance reports will be provided as requested

PART III- INSTRUCTIONS FOR PROPOSAL RESPONSE

5.1 PROPOSAL FORMAT

Offeror shall provide a response for each item in sections 4.1 through 4.10 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 6.8 Exceptions, with explanation.

5.2 EXECUTIVE SUMMARY

This part of the response to the RFP should be limited to a brief narrative highlighting the Offeror’s proposal.

5.3 SCOPE OF SERVICES

This section of the proposal shall include a general discussion of the Offeror's understanding of the "overall" project. Include responses to sections 4.1 through 4.10

5.4 COMPANY BACKGROUND AND EXPERIENCE

The Offeror shall provide the following information about its company so that the County can evaluate the corporate stability and Offeror's ability to support the commitments set forth in response to the RFP. The County, at its option, may require an Offeror to provide additional support and/or clarify requested information.

- Amount of time the company has been in business.
- A brief description of the company size and organizational structure.
- Most recent audited financial statements.
- List of current public sector customers by name and by state. (Texas customers, preferably Counties, are to be listed first) The population of area serviced, should also be included.
- Any material (including letters of support or endorsement from clients) indicative of the Offeror's capabilities.
- List of any terminated contracts. Disclose the jurisdiction and explain the termination.
- List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.
- Is your firm nationally accredited? If yes, please state accreditations

6.5 IMPLEMENTATION PLAN / STAFFING

- Detailed methodology and plan for implementing the contract. The implementation plan shall include the following elements: the estimated implementation timeframe; an overview of project phases and major milestones a matrix of proposed roles/responsibilities for County staff and the Offeror and all project assumptions. The description of the implementation plan shall include the specific components which are included in each phase of the implementation based on the scope of work for the project.
- Organization Chart
- Resumes and qualifications of the Proposed Operations Manager, Field Supervisors and Company Executives, current clinical and Quality Assurance staff.

6.6 CLIENT REFERENCES

- Offerors shall provide at least three (3) client references that are similar in size and complexity to this procurement (preferably Counties).

- Include Date contract started and terminated, name, address, contact name, email, phone number, position of the contact in the organization.
- Type and level of service
- Geographic size of area
- Population serviced
- Number of emergency/non-emergency calls
- Start and end date of contract

6.7 COST PROPOSAL

- Cost to the County (subsidy) if any
- Charges for services to citizens for MICU Base Transport. Include detailed information for all fees.
- Mileage rate. (Statement for charges that says, “Medicare allowable” will be permitted). Include statement and detail all fees.
- Do you charge for non-transport? If so what is the charge?

6.8 EXCEPTIONS TO THE RFP

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed, it is understood that the Offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service Offeror is Unable to Perform	Steps Taken to Meet Requirement

ATTACHMENT A: RFP 2019-500 EMERGENCY MEDICAL SERVICES
TAYLOR COUNTY
PROPOSER CERTIFICATION

LEGAL NAME OF CONTRACTING COMPANY		
FEDERAL I.D. # (Company or Corporation)		
TELEPHONE NUMBER	E-MAIL ADDRESS	
CONTACT PERSON	TITLE	
COMPLETE MAILING ADDRESS	CITY & STATE	ZIP CODE
COMPLETE STREET ADDRESS	CITY & STATE	ZIP CODE

CERTIFICATION

The undersigned certifies it can and will provide and make available, at a minimum, all services set forth in this agreement. The undersigned affirms that they have read and do understand the statement of work and specifications and any attachments contained in this RFP package.

The undersigned agrees this Proposal becomes the property of Taylor County after the official opening.

The undersigned affirms that they are familiarized with the local conditions under which the work is to be performed; satisfied him/her of the conditions of delivery, handling and storage of equipment and all other matters, which may be incidental to the work, before submitting a Proposal.

The undersigned agrees if this Proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period for acceptance of this RFP will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Taylor County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Taylor County prior to the official Proposal opening.

By signing this Proposal, Proposer guarantees, I do hereby declare that I have read the RFP in which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the RFP.

SIGNATURE	DATE
Typewritten or Printed Name	Title

ATTACHMENT B:

PROPOSAL SUBMISSION FORM

I, _____, representing the firm of _____, do hereby agree to provide Emergency Medical Services to Taylor County as per the attached Scope of Work and Proposal specifications, in accordance with the requirements set forth in the Proposal specifications. My Proposal prices shall include any and all charges / pricing as follows:

PRODUCT	Lump Sum
Annual Cost to the County	\$
Charges for services to Citizens for MICU Base Transport	\$
Mileage rate	\$
Cost to Citizen for Non-transport	\$
	\$
<u>Total Cost</u>	\$

ATTACHMENT C:

CONTRACT

The undersigned agrees, if this Proposal is accepted, to furnish any and all services which s are offered, at the price(s) and upon the terms and conditions contained in the specifications.

The County reserves the right to accept or reject any RFP submitted, and to waive any technicalities in the best interest of the County.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the Proposer to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying Proposal sheets. Further, the undersigned affirms and represents that this Proposal has not been prepared in collusion with any other Proposer, and that the contents of this Proposal have not been communicated to any other Proposer prior to the official opening of this Proposal.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

Signature of Person Authorized to Sign Proposal:

Date

Printed Name and Title of
Signer:

Mailing
Address:

City: _____ State:

_____ Zip:

E-mail: _____ Phone No.:

ATTACHMENT D:

DISCLOSURE REQUIREMENTS

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Taylor County, including affiliations and business and financial relationships such persons may have with Taylor County officers.

An explanation of the requirements of Chapter 176 is located at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

A list of County officials is located at www.taylorcountytexas.org.

The Conflict of Interest Questionnaire (CIQ) form can be obtained at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

Complete a CIQ form and submit with your response.

By doing business or seeking to do business with Taylor County, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with them.

ATTACHMENT E:

AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this Proposal, the undersigned certifies that:

1. Neither the Proposer nor any of Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer, or paid or offered any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached Proposal or the Proposal of any Proposer, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this Company's officers, employees, or agents to lobby, directly or indirectly, the Taylor County Commissioners Court or its employees between Proposal submission date and award by Taylor County.

3. No officer or stockholder of the Proposer is a member of the staff, or related to any employee of Taylor County except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Proposer as well as to any person signing on his/her behalf.

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

ATTACHMENT F:

INDEMNITY AGREEMENT

The Company agrees to and shall indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind; including all expenses of litigation, court costs, and attorneys' fees, for damage to any property, loss of revenue, or any other injuries or damages arising out of or in connection with the services performed by the Company, pursuant to this Proposal, the conduct or management of the Company's activities, or from any act or omission by the Company, its agents, employees, or subcontractors, where such damages, losses or injuries are caused by the joint or sole negligence of the Company.

It is the expressed intention of the parties hereto, both the Company and the County, that the indemnity provided for in this paragraph is indemnity by the Company to indemnify and protect the County from the consequences of the Company's own negligence, where that negligence is a concurring cause of the resulting injury, death or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to the County for any claim, loss, damage, and cause of action, suit and liability where the injury, loss or damage results from the sole or the concurrent negligence of the County.

In the event that any action or proceeding is brought against the County by reason of any matter from which the County is indemnified herein, the Company further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the County. This article shall survive the expiration or termination of the agreement.

Signature of Official Representative of Firm

Name of Official Representative (typed)

Title

ATTACHMENT G:

SWORN VERIFICATION OF STATEMENT REGARDING:

ISRAEL BOYCOTT

AND

PROHIBITION ON CONTRACTING WITH A COMPANY

DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

By signing below, you affirm that you have the authorization to make the statements below for the Company submitting this Proposal. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

Signature of Person Authorized to Sign Contract:

Date

Printed Name and Title of Signer: _____

Name of Company: _____

ATTACHMENT I: Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 through the Texas Ethics Commission website and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Business Entity must complete Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download and print the Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

At the time of submission of the solicitation to the County, the Business Entity must submit the completed Form 1295 with the Certification of Filing with their Proposal/Proposal (i.e.: Proposal, RFP, rfq, soq, etc.) to the County.