



**COLLIN COUNTY**

**Emergency Medical,  
Ambulance Service  
RFP 2018-139**

**Geri Osinaike, Senior Buyer  
Jack Hatchell Administration Building  
2300 Bloomdale Road, Ste. 3160  
McKinney, TX 75071  
(P) 972-548-4107 (F) 972-548-4694  
[gosinaike@co.collin.tx.us](mailto:gosinaike@co.collin.tx.us)**

Collin County exclusively uses IonWave Technologies, Inc. ([Collin County eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

**LEGAL NOTICE**

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, until 2:00 P.M., Thursday, March 15, 2018, for Request for Proposal Emergency Medical, Ambulance Service, (RFP No. 2018-139). A pre-proposal conference will be conducted by Collin County on Thursday, February 15, 2018 at 10:00 am CST at 2300 Bloomdale, 4<sup>th</sup> Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested companies to ask questions. Proposers shall use unit pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <http://collincountytx.ionwave.net>. Sealed proposals will be opened on Thursday, March 15, 2018 at 2:00 P.M. by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.



**ATTENTION: CLASSIFIEDS**  
**BILL TO: ACCOUNT NO 06100315-00**  
**COMMISSIONERS' COURT**

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, February 8, 2018** and **Thursday, February 15, 2018**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

**NEWSPAPER: Plano Star Courier**  
**DATE: February 6 , 2018**  
**FAX: 972-529-1684**

# Collin County, Texas

## Bid Information

**Bid Owner** Geri Osinaike, CPPO, CPPB  
 Senior Buyer  
**Email** gosinaike@co.collin.tx.us  
**Phone** (972) 548-4107  
**Fax** (972) 548-4694  
  
**Bid Number** 2018-139  
**Title** Emergency Medical, Ambulance  
 Service  
**Bid Type** RFP  
**Issue Date** 02/06/2018  
**Close Date** 3/15/2018 02:00:00 PM (CT)

## Contact Information

**Address** 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney, TX 75071  
**Contact** Geri Osinaike, CPPO, CPPB Senior  
 Buyer  
**Department** Purchasing  
**Building** Admin. Building  
**Floor/Room** Ste.3160  
**Telephone** (972) 548-4107  
**Fax** (972) 548-4694  
**Email** gosinaike@co.collin.tx.us

## Ship to Information

**Address**  
  
**Contact**  
**Department**  
**Building**  
**Floor/Room**  
**Telephone**  
**Fax**  
**Email**

## Supplier Information

**Company Name** \_\_\_\_\_  
**Contact Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
  
**Telephone** \_\_\_\_\_  
**Fax** \_\_\_\_\_  
**Email** \_\_\_\_\_

## Supplier Notes

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The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Bid Notes

Please login to view documents. Collin County is requesting proposals for Emergency Medical, Ambulance Service. The offeror shall provide all services, staff and equipment to respond to 911 calls for emergency requests throughout the County coverage areas. Any questions related to this RFP shall be directed to Geri Osinaike, gosinaike@co.collin.tx.us

## Bid Activities

Date	Name	Description
2/15/2018 10:00 AM (CT)	PRE-PROPOSAL CONFERENCE	PRE-PROPOSAL CONFERENCE will be conducted by Collin County on Thursday February 15, 2018 at 10:00 a.m. at 2300 Bloomdale, 4th Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested vendors to ask questions and receive clarification.
3/1/2018 05:00 PM (CT)	Deadline to Submit Questions	Deadline to Submit Questions Thursday March 1, 2018 at 5:00 pm.
3/1/2018 05:00 PM (CT)	Intent to Submit Proposal	Do you intend to submit a proposal?

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	Legal Notice - EMS 2018-139.pdf	Legal Notice
Header	General_Instructions_Proposals General_Instructions_Proposals.docx	General_Instructions_Proposals
Header	Terms_of_Contract_Proposals Terms_of_Contract_Proposals.docx	Terms_of_Contract_Proposals
Header	Insurance updated 1-26-2015.doc	Minimum Insurance Requirements
Header	Specifacation EMS 2018-139 1-24.pdf	Specification
Header	ATTACHMENT No. 1 Response Times.pdf	Attachment No. 1 Response Time
Header	ATTACHMENT No. 2 Map for Fire Districts.pdf	ATTACHMENT No. 2 Map for Fire Districts
Header	Performance Bond.pdf	Performance Bond
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	HB23 CIQ Information_Regarding_Conflict_of_Interest_Questionnaire.pdf	CIQ - Information Regarding CIQ Questionnaire
Header	HB89_Verification.pdf	HB89/Chapter 2270 Verification
Header	W9_2014.pdf	W-9

## Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Proposal/Response to RFP
2	YES	W9
3	NO	Conflict of Interest Questionnaire
4	YES	Cost Proposal : Complete information for section 6.7 cost proposal. Detailed information for all fees.

## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.  Please state delivery in calendar days from date of order.	_____ (Required)
2	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.	_____ (Required)

Valid Responses: [Please Select], Yes, No

- 3 Insurance I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. \_\_\_\_\_ (Required)
- Please initial.
- 4 Subcontractors State the business name of all subcontractors and the type of work they will be performing under this contract. \_\_\_\_\_ (Required)
- If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".
- 5 Reference No. 1 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. \_\_\_\_\_ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. See section 6.6 and complete all required information.
- 6 Reference No. 2 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. \_\_\_\_\_ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. See section 6.6 and complete all required information.
- 7 Reference No. 3 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. \_\_\_\_\_ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. See section 6.6 and complete all required information.
- 8 Reference No. 4 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. See section 6.6 and complete all required information. \_\_\_\_\_ (Required)
- 9 Reference No. 5 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. See section 6.6 and complete all required information. \_\_\_\_\_ (Optional)
- 10 Cooperative Contracts As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. \_\_\_\_\_ (Required)

Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Valid Responses: [Please Select], Yes, No

11 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). \_\_\_\_\_ (Required)

1. Is your principal place of business in the State of Texas?

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

12 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. \_\_\_\_\_ (Required)

Please initial.

13 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. \_\_\_\_\_ (Required)

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

Please initial.

14 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. \_\_\_\_\_ (Required)

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

- 15 Anti-Collusion Statement \_\_\_\_\_ (Required)
- Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

- 16 Disclosure of Interested Parties \_\_\_\_\_ (Required)
- Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

- 17 Notification Survey \_\_\_\_\_ (Required)
- In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.

How did you receive notice of this request?

Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other

- 18 Proposer Acknowledgement \_\_\_\_\_ (Required)
- Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.

Please initial.



Line Items

#	Qty	UOM	Description	Response
1	1	lump sum	Cost to the County (subsidy) if any. Complete information in section 6.7	\$ _____ (Required) Price
Supplier Notes: _____				
2			Charges for services to citizens for MICU Base Transport. Complete information in section 6.7	\$ _____ (Optional) No Price
Supplier Notes: _____				
3	1	sheet	Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted). Complete information in section 6.7	\$ _____ (Required) Price
Supplier Notes: _____				

## 1.0 GENERAL INSTRUCTIONS

### 1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

## 2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before

beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible

transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Engineer may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send



completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

2.38 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

**3.0 INSURANCE REQUIREMENTS**

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

- 3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
  - 3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
  - 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
- 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

## **4.0 EVALUATION CRITERIA AND FACTORS**

4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon’s Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate Offerors according to specific criteria and will elevate a certain number of offeror to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon “selection levels.” The County recognizes that if a offeror fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining offerors or to elevate a offeror that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two (2) business days.

### **LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS**

4.1.1 Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem vendor as non-responsive.

4.1.1.1 Response to Section 5.22 through 5.38

4.1.1.2 Response to Section 6.0

### **LEVEL 2 – DETAILED PROPOSAL ASSESSMENT**

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Points	Evaluation Criteria
10	Public Sector Experience and References: Offerors who have proven experience at public sector sites similar in scope, size and complexity to the County are preferred. References may be called or sent a questionnaire during this phase of the evaluation and the quality of the clients provided as references will be analyzed. Offerors should provide clients with active contracts. The listing of all public sector clients provided in the RFP will also be used during this evaluation.  Sections 5.22.14, 6.2, 6.4, and 6.6

30	<p><b>Implementation Plan/Staffing:</b>  County evaluators will examine implementation methodologies and plans that are well suited for the County. This analysis will include staffing effort, staffing level, implementation schedule, team make-up (project managers, team leads, etc.), and training.</p> <p>Section 5.30, 5.33, and 6.5</p>
20	<p><b>Scope of Services:</b>  County will analyze the offeror responses to scope of services.</p> <p>Section 5.22 – 5.38, 6.2, 6.3, and 6.8</p>

It is anticipated that Collin County will elevate proposals scoring at least 42 points (70%) to Level 3.

**LEVEL 3 – COST**

Offerors who are elevated to level 3 will have their points combined from level 2 for a maximum 100 points total.

Points	Evaluation Criteria
40	<p><b>Cost:</b></p> <p>Section 6.7</p>

**LEVEL 4 – DEMONSTRATION, SITE VISITS, AND INTERVIEWS (OPTIONAL)**

The evaluation committee may hear oral presentations (if desired). Offerors are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the evaluation committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the offeror to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the offeror to present and the majority of time dedicated to addressing questions from the evaluation committee. The oral presentations, if held, will be scheduled accordingly and all presenting offerors will be notified of time and date. The County reserves the right to bypass Level 4 in the evaluation process and move directly to Selection Level 5.

The following criterion is optional and will be used to evaluate those offerors elevated for interviews.

CRITERIA	VALUE
Demonstration/Interview/site visits	50
Response to clarification questions	50

Proposals may be re-evaluated based upon Criteria in level 2 and level 3.

### **LEVEL 5 –BEST AND FINAL OFFER**

Offerors who are susceptible of receiving award may be elevated to Level 5 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 and level 3.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other offerors that have submitted bids and enter into negotiations with them.

## **5.0 SPECIAL TERMS AND CONDITIONS**

- 5.1 **AUTHORIZATION:** By order of the Commissioners’ Court of Collin County, Texas sealed proposals will be received for Emergency Medical, Ambulance Service.
- 5.2 **INTENT OF RFP:** The successful Offeror shall be responsible for providing appropriate response to 911 calls for emergency requests throughout the County coverage areas.

In this procurement, the County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Offeror should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances, including Advanced Life Support. The service shall include medical supply purchasing, all fleet maintenance, and public education. The Offeror shall also reimburse local Fire/Rescue departments for medical supplies used.

The Collin County Fire Marshal is designated as the EMS Coordinator, and will be the County liaison between the selected Offeror and the County.

It is the desire of the County to pay no subsidy, but, the Offeror shall provide a proposed cost, if any, for services described in accordance with this RFP.

- 5.3 **PURPOSE:** Collin County has the statutory and constitutional duty and responsibility to provide 911 Emergency Services to the unincorporated areas of Collin County (Collin County Fire District). In addition, Collin County has created the Northern and Eastern Coalitions and has entered into Interlocal Agreements with the following cities to provide services to the incorporated areas in the following fire districts Anna (ANFD), Blue Ridge (BLFD), Farmersville (FVFD), Josephine (JOFD), Lowry Crossing (LCFD), Melissa (MSFD), Nevada (NVFD), Princeton (PNFD), Westminster (WMFD), and Weston (WEFD). Collin County is also responsible for all of the unincorporated areas in the above fire districts and the Royse City Fire District (RSFD) and Branch Fire District (BRFD). See Attachment No. 2 for a map of the fire districts. Please note the City of Lavon is included in the Nevada Fire District (NVFD), but the City of Lavon is not currently in the Northern or Eastern Coalition.
- 5.4 **SCOPE OF PROJECT:** Collin County is soliciting competitive proposals to provide 911 Emergency with Mobile Intensive Care Unit (MICU) Ambulance Service for the County. The County is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price.
- 5.5 **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be conducted by Collin County on Thursday February 15, 2018 at 10:00 a.m. at 2300 Bloomdale, 4<sup>th</sup> Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested vendors to ask questions.
- 5.6 **TERM:** A five (5) year term commencing on November 1, 2018 and continuing through and including October 31, 2023
- 5.7 **PERFORMANCE BOND:** A performance bond in the amount of \$500,000 will be required of the successful vendor upon award of contract. The bond shall remain in effect for the term of the contract.
- 5.8 **PERMITS, TAXES, and LICENSES:** The Offeror is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.
- 5.9 **FUNDING:** Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

- 5.10 **PRICE REDUCTION:** If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.11 **PRICE RE-DETERMINATION:** A price re-determination may be considered by Collin County only at the anniversary date (November 1st of each year) of the contract. All requests for price re-determination shall be in written form, shall be submitted on or before April 1st of each year and shall include supporting documentation. Requests for price re-determination shall be based on the percentage increase for the previous twelve (12) month period in the medical component of the Consumer Price Index (CPI) (calculated to the next 1/19<sup>th</sup> of (1%) of the South region for All Urban Consumers) as published by the United State Department of Labor. For purposes of this contract, the Medical CPI shall not exceed an annual increase of 3.0%.
  - 5.11.1 In order to receive consideration for a price redetermination, Offeror must be in good standing, meet the minimum requirements of contract and be performing above the 85% of response times as shown in Attachment #1.
- 5.12 **COUNTY ASSERTION OF ESTIMATES:** Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volumes.
- 5.13 **SAMPLES/DEMOS:** When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.14 **APPROXIMATE VALUE:** The estimated value of this contract is \$830,485 annual subsidy. Approximate value does not constitute an order.
- 5.15 **PROPOSAL SCHEDULE:**

RFP released:	February 6, 2018
Pre-Proposal Conference:	February 15, 2018, 10:00 a.m.
Deadline for submission of vendor questions:	March 1, 2018, 5:00 p.m.
Proposals due:	March 15, 2018, 2:00 p.m.
Vendors notified of selection for presentation:	April 2018, optional
Anticipated Award:	August 2018
Effective date of contract:	November 1, 2018

Collin County reserves the right to change the schedule of events as it deems necessary.



- 5.16 OFFEROR COMMUNICATION: Offerors are prohibited from communication directly with any employee of Collin County, except as described herein. Collin County will not be responsible for verbal information given by any Collin County employee or other person. The issuance of an Addendum is the only official method whereby interpretation, clarification or additional information will be communicated and authorized.
- 5.17 AUDITS AND RECORDS: The Offeror agrees that at any time during normal business hours, and as often as County may deem necessary, Offeror shall make available to representatives of the County for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the resulting contract, all for a period of three (3) years from the date of termination or expiration of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.
- 5.18 CONFIDENTIALITY: All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as “draft” and is not subject to the Texas “Public Information Act”, Texas Government Code Chapter 552. After approval by Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas “Public Information Act”. If any information is to be considered proprietary, the Vendor must place it in a separate envelope and mark it “Proprietary Information”. The State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 5.19 BINDING EFFECT: This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Collin County’s RFP, the offeror’s proposal in response to the RFP and any additional negotiated conditions reduced to writing will become part of the final contract between the successful offeror and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Offeror acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations, and orders.

5.20 COSTS INCURRED IN RESPONDING:

5.20.1 County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the offeror.

5.20.2 It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County when received by the County and may be considered public information under applicable law.

5.20.3 The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

5.21 ADDITIONAL INFORMATION:

5.21.1 The award will be made to the best evaluated offeror that can provide the best service to the County and other entities of the covered response areas.

5.21.2 The County may schedule site visits to the Offeror's facilities in order to assess the capability and ability of the Offeror to fulfill the requirements of this RFP.

5.21.3 If during the evaluation process, the County is unable to determine an Offeror's ability to perform, the County has the option of requesting evidence of the Offeror's ability. The Offeror will be notified and permitted five (5) working days to comply with any such request.

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

5.22 GENERAL DUTIES:

5.22.1 Offeror shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

5.22.2 Offeror 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 Offeror by the County.

5.22.3 The Offeror will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collin County Emergency Services / E-911 Division.

All vehicles shall be equipped with a compatible transponder to be tracked by Offeror dispatch. 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.

- 5.22.4 Offeror shall furnish all manpower and supervision for the operation of a centralized dispatch center. The Offeror shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.
- 5.22.5 The Offeror shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. The Offeror shall provide copies of all licenses to the EMS Coordinator before services start and as described in section 5.26.2.
- 5.22.6 The Offeror 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.
- 5.22.7 The Offeror 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.
- 5.22.8 The Offeror shall provide a standby ambulance and emergency medical personnel for standby upon request of the County EMS Coordinator, 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.
- 5.22.9 Subject to the Offeror's reasonable policies and procedures regarding same, the Offeror shall permit observers from the public safety departments of the County. The Offeror's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.
- 5.22.10 The Offeror shall comply with all the County Emergency Operations Plans, or successor plans adopted and approved by the Collin County whenever the provisions of such plan or plans are in effect. The Offeror

will participate in the Collin County Local Emergency Planning Committee.

- 5.22.11 The Offeror further agrees to participate in required community disaster drills as directed by the Collin County and within the Offerors resources and guidelines for such activities.
- 5.22.12 The Offeror 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.
- 5.22.13 The Offeror shall meet response times as outlined in Attachment No.1 Response Time.
- 5.22.14 The Offeror shall have a minimum of five (5) years' experience providing 911 emergency services.

#### 5.23 TRANSPORT:

- 5.23.1 The Offeror shall provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, based upon the chief complaint/illness/injury. Offeror will utilize North Central Texas Trauma Regional Advisory Council (NCTTRAC) guidelines for appropriate destination determination. Patients have the right to request transport to a particular facility within the County, however it is the responsibility of the offeror's staff to communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition.
- 5.23.2 In addition the selected Offeror 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.

#### 5.24 COMMUNICATIONS EQUIPMENT:

- 5.24.1 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.
- 5.24.2 Any vehicle that responds to a call in Collin County shall have a fully operational vehicle and portable radio as described in 5.24.1.

- 5.25 DISPATCH & COMMUNICATIONS: The dispatch and communications section shall include at a minimum.

- 5.25.1 Describe how the Offeror will arrange for the appropriate dispatch of all emergency resources, either internally or with an outside contractor, at the expense of the Offeror.
- 5.25.2 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.
- 5.25.3 Describe how the Offeror will maintain communications with ambulances and field personnel.
- 5.25.4 Describe how maintenance of mobile and portable radios will be accomplished.
- 5.25.5 Describe how the Offeror will ensure redundancy/back-up of dispatch communications in the event of a manmade or natural disaster affecting primary dispatch location/services.

5.26 NOTIFICATION:

- 5.26.1 The EMS Coordinator shall be notified immediately whenever the following occurs: mass casualty incidents; or motor vehicle accident involving an Offeror operated ambulance.
- 5.26.2 The EMS Coordinator shall be notified immediately, within four (4) hours, whenever the following occurs:
  - 5.26.2.1 The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;
  - 5.26.2.2 The separation/termination or the employee status change of any of the Offeror's employees involved in the delivery of services related to the contract; and
  - 5.26.2.3 A change in the Offeror's management or supervisory structure.

5.27 AVAILABLE AMBULANCES:

- 5.27.1 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.

5.28 RESPONSE TIME:

- 5.28.1 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 Collin County Dispatch or a call received directly from the public within the service area.
- 5.28.2 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 Collin County Dispatch of the current location that the Offeror is located when service request is received.
- 5.28.3 If, in each monthly period, the Offeror fails to respond to emergency requests in accordance with the times stated in Attachment No. 1 Response Time, it shall be assessed deductions set forth in this RFP.
- 5.28.4 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:
  - 5.28.4.1 Requests during a disaster, locally or in a neighboring jurisdiction that an Offeror's ambulance is dispatched too.
  - 5.28.4.2 An inclement weather condition exists.
  - 5.28.4.3 The response for an emergency request may also be excluded when the EMS Coordinator determines there is other good cause for an exception.

5.29 AMBULANCE SPECIFICATIONS:

- 5.29.1 The offeror shall management and operation of all ambulances, including Advanced Life Support.
- 5.29.2 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 and the EMS Coordinator.
- 5.29.3 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.

- 5.29.4 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.
- 5.29.5 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. The Offeror shall also display Collin County logo in accordance with logo guidelines as approved by Collin County Commissioners' Court.
- 5.29.6 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.

5.30 PERSONNEL:

- 5.30.1 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 Collin 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.
- 5.30.2 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.
- 5.30.3 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).
- 5.30.4 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.

- 5.30.5 The Offeror shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off-duty. The Offeror shall provide working conditions that assist in attracting and retaining highly qualified personnel.
- 5.30.5.1 The Offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.
- 5.30.6 The Offeror shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. Please provide a representative compensation and benefits package with your proposal.
- 5.30.7 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.
- 5.30.8 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 EMS coordinator at beginning of contract.
- 5.30.9 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator shall be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.
- 5.30.10 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.



- 5.30.11 The Offeror shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the EMS Coordinator.
- 5.30.12 All Contract personnel shall be trained and receive certification as current level NIMS (National Incident Management System) compliant.
- 5.30.13 Offeror will have staff available and a toll free phone number, capable of discussing and resolving billing questions.

5.31 QUALITY IMPROVEMENT & MITIGATION PROGRAMS:

- 5.31.1 The Offeror shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the EMS Coordinator prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

5.32 FIRST RESPONDERS:

- 5.32.1 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.
  - 5.32.1.1 The Offeror shall provide an exchange of disposable medical supplies used by the fire departments at no charge.
- 5.32.2 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.
- 5.32.3 The Offeror shall be responsible for providing first responder education. Monthly continuing education (CE) credits shall be offered monthly, at times that are convenient (i.e. evenings/weekends) to the first responders. The CE's should be offered multiple times during a monthly period and at different locations.

5.33 OVERVIEW OF THE COUNTY AND EMS STATISTICS:

5.33.1 The Collin County Service Area is made of approximately 54,584 residents of the Northern and Eastern Coalitions. The Northern Coalition is comprised of fire district areas of Anna, Melissa, Westminster, Weston, and the unincorporated area of Royce City part of the Collin County Fire District. The Eastern Coalition is comprised of the fire districts of Blue Ridge, Farmersville, Josephine, Lowry Crossing, Nevada, Princeton and the unincorporated area of Branch, part of the Collin County Fire District.

5.33.2 The new contract will be an E-911 emergency service contract with fully staffed and equipped paramedic units for the areas described in this RFP.

5.33.3 Call History: Collin County Reported KPI

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Ambulance Responses	4224	4470	4820	4782	5340	5345
Ambulance Transports	2839	3053	3194	3200	3436	3487
Ambulance Cancels	423	418	454	429	460	
Ambulance Dry Runs	962	999	1172	1153	1444	

5.34 PERFORMANCE BASED CONTRACT

5.34.1 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:

5.34.1.1 Ambulance response times shall meet the response requirements set forth in the RFP.

5.34.1.2 The Offeror will be responsible for dispatch of ambulances under this contract.

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

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

- 5.34.1.5 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.
- 5.34.1.6 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 5.36.
- 5.34.1.7 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.

5.35 USE OWN EXPERTISE AND JUDGEMENT:

- 5.35.1 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.
- 5.35.2 The County hopes to promote innovation, efficiency, and superior levels of high performance.

5.36 PERFORMANCE REVIEW:

- 5.36.1 The County EMS Coordinator shall conduct a monthly evaluation of the performance of the Offeror for the first six (6) months of contract and quarterly thereafter 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.

5.36.2 The Offeror's performance should exceed the minimum requirements of the contract.

5.37 RESPONSE DAMAGES:

5.37.1 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.

5.37.2 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:

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

5.37.3.1 85-100% MICU responses – No assessment

5.37.3.2 80-84% MICU responses - \$1,000 assessment per call

5.37.3.3 80% or less MICU responses - \$2,000 assessment per call plus Offeror will be put on probation for a period of three (3) months

5.37.4 If Offeror does not meet the 85% response time or greater in the monthly period, the Offeror will be placed on probation. The County will notify Offeror when/if they are placed on probation.

5.37.5 If Offeror is put on probation, the Offeror will be required to submit a written plan within ten (10) days of being notified of Probation. This plan will detail how the Offeror intends remove itself from probation. In order to be removed from Probation, Offeror will need to achieve 85% or better for the next three (3) months.

5.38 REPORTING: At a minimum the offeror will provide the following reports.

5.38.1 Each month a response time exception report will be submitted to the County EMS coordinator by close of business on the 10<sup>th</sup> of each following month.

5.38.2 Driver performance reports will be provided as requested.

5.38.3 Monthly performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.)

5.38.4 The EMS Coordinator shall be given access to create reports as needed.

## **6.0 PROPOSAL FORMAT**

In accordance with the directions below, offeror shall provide a response for each item in sections 5.22 through 5.38 and 6.2 through 6.8 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 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 **PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing  
Attn: Geri Osinaike, Senior Buyer  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071

The envelope in which the proposal is enclosed must be marked:

SEALED PROPOSAL  
RFP 2018-139  
Emergency Medical, Ambulance Service

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

POINT OF CONTACT: Information regarding the purchasing process and the contents of this RFP may be obtained online via <http://collincountytx.ionwave.net>, from the Collin County Purchasing Department or email [gosinaike@co.collin.tx.us](mailto:gosinaike@co.collin.tx.us), Geri Osinaike, Senior Buyer. All questions regarding the RFP shall be submitted online.

## 6.2 EXECUTIVE SUMMARY (PROPOSAL SECTION 1.0)

This part of the response to the RFP should be limited to a brief narrative highlighting the Offeror's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Offeror.

The executive summary shall also state the number of years the Offeror has provided emergency 911 services. Note: In accordance with section 5.22.14, offeror shall have a minimum of five (5) years' experience providing 911 emergency services. Proposals that do not meet this requirement will not be considered.

## 6.3 SCOPE OF SERVICES (PROPOSAL SECTION 2.0)

This section of the proposal shall include a general discussion of the Offeror's understanding of the "overall" project. Include responses to sections 5.22 through 5.38

## 6.4 COMPANY BACKGROUND AND EXPERIENCE (PROPOSAL SECTION 3.0)

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.

6.4.1 Amount of time the company has been in business.

6.4.2 A brief description of the company size and organizational structure.

6.4.3 Most recent audited financial statements.

- 6.4.4 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.
- 6.4.5 Any material (including letters of support or endorsement from clients) indicative of the Offeror's capabilities.
- 6.4.6 List of any terminated contracts. Disclose the jurisdiction and explain the termination.
- 6.4.7 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.
- 6.4.8 Is your firm nationally accredited? If yes, please state accreditations

#### 6.5 IMPLEMENTATION PLAN/ STAFFING (PROPOSAL SECTION 4.0)

The Offeror shall provide a detailed plan for implementing the proposed contract. This information SHALL include:

- 6.5.1 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.
- 6.5.2 Organization chart
- 6.5.3 Resumes and qualifications of the Proposed Operations Manager, Field Supervisors and Company Executives, current clinical and Quality Assurance staff

#### 6.6 CLIENT REFERENCES (PROPOSAL SECTION 5.0)

The County considers references to be important in its decision to award a contract. All references provided will be contacted by the County during the selection process. Firms shall provide at least five (5) 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.

In addition to contact information, each reference shall include the following:

- 6.6.1 Type and level of service
  - 6.6.2 Geographic size of area
  - 6.6.3 Population serviced
  - 6.6.4 Number of emergency/non-emergency calls
  - 6.6.5 Start and end date of contract
- 6.7 COST PROPOSAL (PROPOSAL SECTION 6.0)

Offeror's cost proposal shall include:

- 6.7.1 Cost to the County (subsidy) if any
  - 6.7.2 Charges for services to citizens for MICU Base Transport. Include detailed information for all fees.
  - 6.7.3 Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted). Include statement and detail all fees.
- 6.8 EXCEPTIONS TO THE RFP (PROPOSAL SECTION 7.0)

Instructions for completing section:

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 in Section 7.0 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.

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



2018-139, Emergency Medical, Ambulance Service

Attachment 1

Response Times

The following response times must be met with a 85% compliance rate. Response times are established and agreed to by the PROVIDER and COUNTY:

In the Cities where the ambulance is primarily stationed (Currently Josephine, Farmersville, Anna and Princeton):

- |   |       |
|---|-------|
| 1) Life Threatening Emergencies             | 9:59  |
| 2) Potentially Life Threatening Emergencies | 11:59 |
| 3) Non-Life Threatening Emergencies         | 14:59 |

In the COUNTY territory outside of the primary duty station and other city members of this contract within 12 road miles from the nearest primary duty station:

- |   |       |
|---|-------|
| 1) Life Threatening Emergencies             | 12:59 |
| 2) Potentially Life Threatening Emergencies | 13:59 |
| 3) Non-Life Threatening Emergencies         | 14:59 |

In the COUNTY territory outside of the primary duty station and other city members of this contract more than 12 road miles from the nearest primary duty station:

- |   |       |
|---|-------|
| 1) Life Threatening Emergencies             | 12:59 |
| 2) Potentially Life Threatening Emergencies | 13:59 |
| 3) Non-Life Threatening Emergencies         | 19:59 |

The parties agree that PROVIDER shall be in compliance with the above response times if the average of the three response zones are shown to be at 85% or greater per month.

# ATTACHMENT NO. 2

## Collin County Fire Districts

### Information Technology

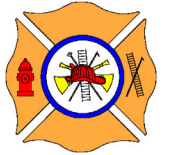


GIS

**Plano > 200,000**  
**McKinney 50,000 - 200,000**  
 Wylie 5000 - 49,999  
 Parker 2000 - 4999  
 Lowry Crossing < 2000

#### Legend

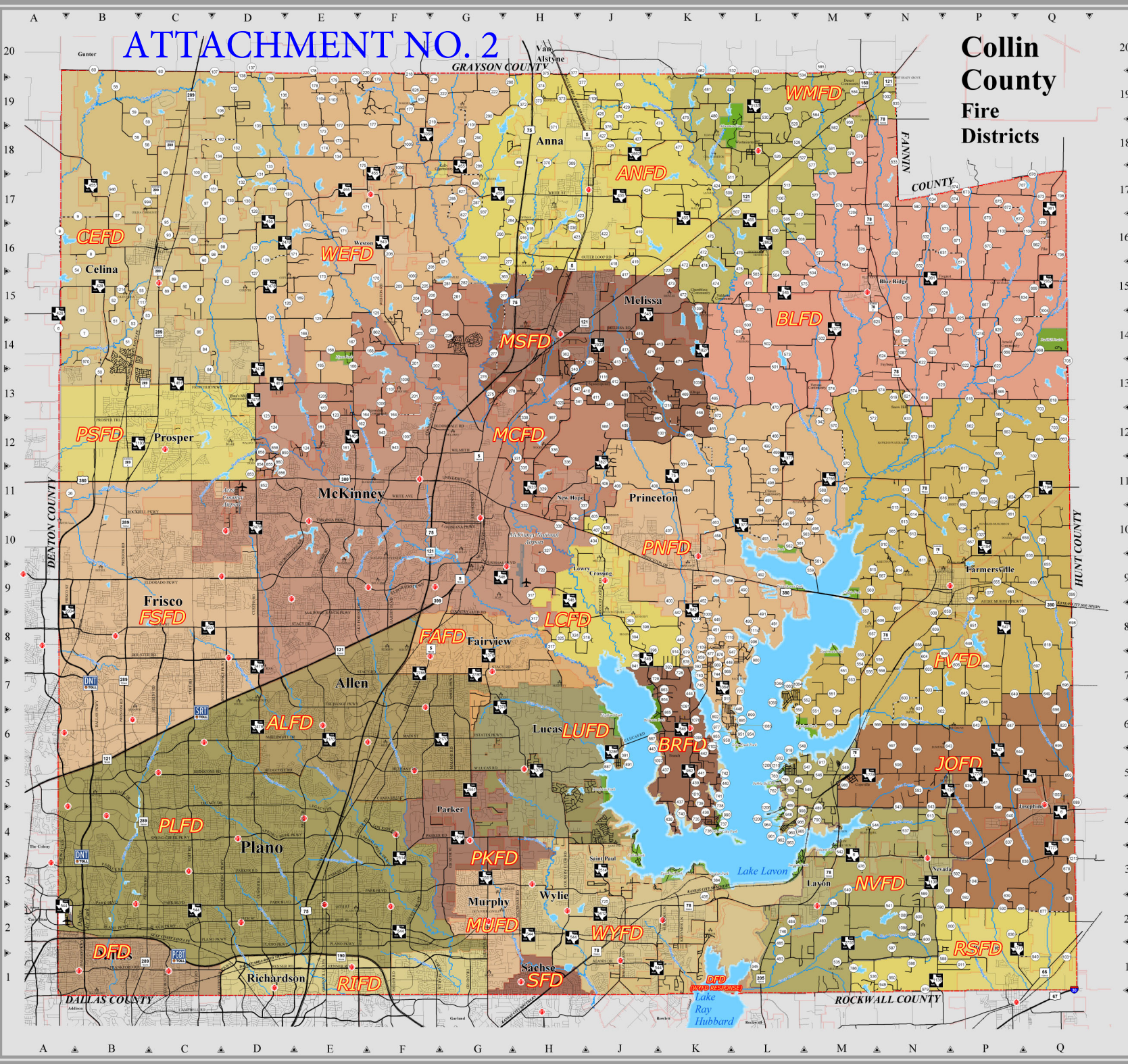
- Paved
- Rock
- - - Dirt
- Urban
- Private
- † Cemetery
- ✈ Airport
- ⊞ Interstate
- ⊞ US Highway
- ⊞ State Highway
- ⊞ Business
- ⊞ Spur
- ⊞ Farm to Market
- ⊞ County Road
- Fire Station



Source data compiled from Collin County GIS database, aerial photography (2015), digital data from cities and various maps throughout Collin County.

This map is a graphic representation of Collin County and should only be used for illustrative purposes. In no way should this map be used to settle any boundary dispute or locational conflict.

September 28, 2017



**PERFORMANCE BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## **INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84<sup>th</sup> Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

[http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

The following will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Bill Bilyeu - Director of Administrative Services, Collin County

Jason Browning – Fire Marshal, Collin County

Tim Mock – Assistant Chief/EMS Operations, McKinney Fire Department

Brandon Blythe – Assistant Chief/EMS Operations, Wylie Fire Department

Dan Trip - Assistant Chief/EMS Operations, Joesphine Fire Department

Carol Decker – EMS Board, City of Weston

Purchasing:

Michalyn Rains, CPPO, CPPB - Purchasing Agent

Michelle Charnoski, CPPB - Assistant Purchasing Agent

Geri Osinaike, CPPO, CPPB - Senior Buyer

Commissioners' Court:

Keith Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

John Thomas – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CHAPTER 2270 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(PRINT NAME)

\_\_\_\_\_  
(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
TITLE

