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_held on **Thursday, February 15, 2018 at 10:00 am CST** at 2300 Bloomdale, 4th Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested companies to ask questions. A performance bond in the amount of \$500,000 is required within ten (10) consecutive calendar days following award. Proposers Offerors 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 Offerors 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:CLASSIFIEDSBILL TO:ACCOUNT NO 06100315-00COMMISIONERS'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:	<u>972-529-1684</u>

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: Company Background and Experience: 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 <u>a list of</u> clients with active contracts. The listing of all public sector clients provided in the RFP will also be used during this evaluation.			
10	Offerors who have proven experience at public sector sites similar in scope, siz and complexity to the County are preferred. References may be called or sent- questionnaire during this phase of the evaluation and the quality of the client provided as references will be analyzed. Offerors should provide <u>a list of</u> client with active contracts. The listing of all public sector clients provided in the RF.			

30	Implementation Plan/Staffing: 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.
	Section 5.30, 5.33, and 6.5
20	Scope of Services: County will analyze the offeror responses to scope of services. Section 5.22 – 5.38, 6.2, 6.3, and 6.8

It is anticipated that <u>the Evaluation Committee Collin County</u> 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	Cost:
40	Section 6.7

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

The Eevaluation Ceommittee 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 Eevaluation Ceommittee 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 Eevaluation eCommittee. 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 or 6.

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

CRITERIA	VALUE
Demonstration/Interview/site visits	<u>30</u> 50
Response to clarification questions	<u>20</u> 50

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

LEVEL 5 – DISCOVERY SESSIONS (OPTIONAL)

Offerors elevated to Level 5 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. The County reserves the right to bypass Level 5 in the evaluation process and move directly to Level 6.

The following criterion is optional and will be used to evaluate those offerors elevated for Discovery Sessions. Criteria evaluated during this phase include:

CRITERIA	VALUE
Updated Implementation Strategy/Staffing	<u>35</u>
Updated Cost	<u>35</u>
Scope of Work	<u>30</u>

LEVEL <u>6</u>5 –BEST AND FINAL OFFER

Offerors who are susceptible of receiving award may be elevated to Level <u>65</u> 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. <u>References may be called</u> or sent a questionnaire during this phase of the evaluation and the quality of the clients provided as references will be analyzed. Proposals may be re-evaluated based upon Criteria in level 2, 3, 4 and /or 5-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, 4th 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

5.6.1 TRANSITIONAL PERIOD: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

- 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 redetermination 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 1/19th 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 is 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 th 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 $\frac{1}{2}$ 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 <u>http://collincountytx.ionwave.net</u>, from the Collin

County Purchasing Department or email 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.

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

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th 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 84th Legislative Session. Chapter 176 mandates the <u>public disclosure of certain</u> <u>information concerning persons doing</u> <u>business or seeking to do business with Collin County, including family, business, and financial</u> <u>relationships such persons may</u> <u>have with Collin County officers or employees involved</u> <u>in the planning, recommending, selecting and contracting of a vendor for this procurement.</u>

For a copy of Form CIQ and

CIS: 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

Additional Evaluation Committee Members:

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

<u>Representatives of the Northern & Eastern Coalitions:</u> <u>One member representing each city within the Northern & Eastern Coalitions</u>

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