

**Navarro County Commissioners Court
Navarro County TEXAS**

**REQUEST FOR PROPOSALS
FOR GROUND EMERGENCY MEDICAL SERVICES**

RFP: 2015-E-01

Submission Deadline Date:	December 17, 2014 by 5:00 PM (CDT)
Submission Address:	Navarro County Auditor 601 N. 13th Street, Suite 6 Corsicana, Texas 75110

NAVARRO COUNTY COMMISSIONERS COURT AMBULANCE SERVICES RFP 2014

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I. Invitation to Submit Proposals

By order, the Commissioners Court of Navarro County, Texas ("Navarro County") is seeking proposals from interested and qualified parties (the "Proposers/Contractors") for the award of an ambulance agreement. This proposal is for the provision of emergency ground ambulance services for all areas within the County, except within the city limits of Corsicana, Texas (a map of which is attached as Appendix 1) and to the terms and conditions hereinafter set forth in or referred to in this Request for Proposal ("RFP").

This RFP is open to all qualified Proposers who meet the minimum qualifications and documentation of credentials requirements outlined in this RFP. The award shall be made at the sole discretion of the Navarro County Commissioners Court to the Proposer who best displays evidence of satisfactory qualifications and responsibility to fully execute the requirements as set forth by the Navarro County Commissioners Court.

Evidence of qualification and responsibility shall be furnished by the Proposer as described in this RFP and will be reviewed by Navarro County officials as dictated by the Commissioners Court. The award shall not be made until Navarro County has completed its investigation and verification of the Proposer's qualifications and financial viability.

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

The successful Proposer shall serve as the Contractor to Navarro County for a base term of three (3) years, starting February 1, 2015. The Contractor may earn yearly extensions beyond the initial term by meeting or exceeding the minimum requirements of the contract during the previous term, provided the Commissioners Court elects to approve such extension. Navarro County reserves the right to notify the Contractor they are in breach of contract and terminate the contract during any option period should Contractor evidence a failure to meet minimum requirements as set forth below.

Proposals are to be submitted at a substantial level of detail and completeness to allow adequate evaluation by Navarro County on a technical and financial basis. Proposals are expected to include details on the organization, insurance coverage and qualifications to perform the contracted for services. Proposals determined by Navarro County to be materially non-compliant with the RFP will be eliminated.

Compliance means that:

1. The proposal meets the minimum credentialing criteria;
2. The proposal was received prior to the deadline for submission;
3. The mandatory Table of Contents was followed;
4. Ordering and numbering conventions are consistent with the required table of contents; and
5. Programs and offerings described in the proposal meet the prescribed minimum standards and format stipulated in the RFP.

A. Overview of System Design

Navarro County is located in central Texas and is south of the Dallas-Fort Worth Metropolitan Statistical Area. The county is bordered by Henderson, Freestone, Limestone, Hill, and Ellis Counties. The county seat, Corsicana, lies mid-center of Navarro County with Interstate 45 as the major highway that divides the county and is approximately 65 miles southeast of Dallas. The City of Corsicana has been delivering ambulance services to the entire county for the last 12 years.

This RFP is for the emergency ground ambulance service within the defined Navarro County boundaries with the exception of the city limits of Corsicana. The service area for Navarro County is located within the high growth area of the county. Navarro County has a total of 1,086 square miles of which 1,010 square miles is land and the remaining 76 square miles is water. The 2010 census reveals a population of approximately 47,735 people with daily spikes during the weekday and increase in population during the spring and fall semesters due to Navarro County College. It is estimated that on average 150,000 people travel through Navarro County daily through Interstate 45 that are non-residents of Navarro County. Navarro County has major highways throughout the county to include Interstate 45, U.S. Highway 287, State Highway 14, State Highway 22, and State Highway 31.

B. Navarro County's Functional Responsibilities

Navarro County provides funding for Fire Services and Emergency Medical Services. The territorial district which the required RFP is addressing makes up ~50% of the county's overall population. Among other duties, it is the goal of the Navarro County to ensure that reliable, high quality ambulance service exists on an uninterrupted basis, fully consistent with standards set forth in this RFP.

To accomplish its responsibilities to the residents of Navarro County, the Commissioners Court will provide for the following:

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1. Set rules, policies and guidelines for the provision of ambulance services in County;
2. Conduct periodic bidding for emergency 9-1-1 ALS/MICU and other ambulance services providing exclusive rights to the market area;
3. Negotiate and execute contracts for ambulance service;
4. Employ contractual safeguards to guard against poor Contractor performance, service degradation or interruption for any reason, or service cutbacks by a “lame duck” Contractor;
5. Provide funding through tax subsidies to the provider;
6. Approve Provider rates through the bid process;
7. Require Provider to manage a reasonable collection practice, which indemnifies Navarro County from all such collection efforts.
8. Select a Liaison to be a primary point of contact with the Commissioners Court and selected Provider.

C. Contractor’s Functional Responsibilities

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

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

The list of Contractor’s responsibilities should be considered illustrative only and not complete.

Along with other duties and responsibilities for providing 9-1-1 ALS/MICU ambulance services and non-emergency ambulance services, the Contractor shall:

1. Provide and staff the necessary number of full time fully equipped ambulance vehicles dedicated to Navarro County (appropriate markings are subject to County approval);
2. Provide for 9-1-1 emergency dispatch services. Navarro County Communications will take the initial emergency call and reroute the call to Contractor’s call center. Navarro County Communications will assist ambulance for additional support as requested by Contractor;

3. Employ, manage, and make all appropriate withholding and payments for all ambulance personnel required for said vehicles;
4. Provide or purchase all in-service training required of ambulance personnel;
5. Furnish all fuel, lubricants, maintenance, repairs and insurance for vehicles and equipment;
6. Maintain superior working relationships with first responders, insure first responder organizations desiring to participate in EMS are covered under Contractor Medical Direction and assist participating first responder organizations with re-supplying of medical supplies as used for ambulance transports. Provider will also assist first responder organizations with obtaining permits or licenses as required by the Texas Department of State Health Services. Provider will furnish First Responder Medical Protocols to function as part of the Emergency Services Plan in Navarro County;
7. Maintain superior working relationships with law enforcement agencies - Contractor will respond to law enforcement standby and fire department standby when dispatched;
8. Ensure courteous, professional, and safe conduct of all ambulance personnel, and other staff at all times;
9. Maintain personnel certifications and its ambulance provider's license(s);
10. Keep Navarro County informed in a timely manner of all activities, issues, and policy/procedure modifications (internal and external) that may reasonably be expected to affect (positively or negatively) the covered areas of the County;
11. Provide training, support, re-supply, and Medical Director for the purpose of licensure by the State of Texas;
12. Provide a minimum fleet size of one hundred, twenty-five percent (125%) of proposed peak deployment;
13. Participate in an annual financial audit of District and County provided funds;
14. Comply with all other obligations and conditions set forth in the contract with Navarro County and
15. Provide a liaison to be a primary point of contract with the County.

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D. Schedule of Events

The following table provides information about the schedule for this procurement process at the time of the RFP release.

Table 1 - RFP Timeline

Task	Beginning Date	Deadline Date
Issue RFP		November 25, 2014
Final day to Submit Questions		December 5, 2014
Answers Due to All Proposers		December 12, 2014
Proposals Due		December 17, 2014
Commissioners Court Review &		
Contract Negotiations		December 18 – 28, 2014
Implementation Period		December 28, 2014
Contract Start		February 1, 2015

Any time adjustments in the schedule after the release of this RFP will be provided in the form of a written addendum to the RFP sent to all persons who attend the pre-bid conference.

Requests for clarification of the RFP specifications must be submitted in writing to blatta@swbell.net. Answers to questions raised by any proposer will be sent in written form to every known proposer who submits questions. Any information obtained by proposers from any source other than written communication from the Navarro County officials should be considered unofficial and possibly in error.

Any attempt to directly contact members of the County Commissioners regarding this procurement may result in non-consideration.

Questions will only be accepted through email at blatta@swbell.net. All responses will be sent to original requestor as well as all known bidders.

II. Minimum Qualifications & Documentation of Credentials

A. Overview

This section delineates the minimum qualifications that a Proposer must possess in order to submit a response under this RFP. Navarro County will determine if Proposer is qualified or not qualified to enter a contract through the procedure set forth in this RFP.

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

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

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B. Methods of Qualifications

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

Proposers shall provide the following:

1. Analogous Experience

Proposer shall provide:

Documentary evidence that clearly demonstrates that the Proposer has experience managing an emergency 9-1-1 ALS/MICU level ambulance service. Information provided should include a list of at least three (3) Texas communities in which the service is operated, name(s) of the County and contact officer(s) or designated government contact person, the number of responses provided in each of the past two (2) years, and a brief description of the community and service provided. Information regarding medical and governmental contacts should include names, titles, addresses, and telephone and facsimile numbers.

2. Demonstration of Financial Depth and Stability

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

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

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(d) If a non-profit organization is selected, they must provide a document before the contract start date on the organization's letterhead and signed by the organization's board representative certifying the organization's Board of Directors approved the the proposal and wishes to enter into a contract and will abide by the terms of the proposal. The document must include:

1. The date the meeting was held and the vote conducted;
2. The name and title of board members present;
3. The motion that was to be considered;
4. The result of the vote; and
5. A copy of the meeting agenda and certified minutes relating to the motion.

III. Service Area Summary, Demographics and Background

A. Service Area

The service area map for Navarro County can be found in Appendix 1 – Service Area Map.

The service provider area of responsibility may change through arrangements between The City of Corsicana and Navarro County through intergovernmental agreements. The Service Provider will receive subsidies for any increase in areas of responsibilities.

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

B. Demographics

The FY2010 population for the Navarro County and the immediate area is 47,735 with the City of Corsicana population being 23,770. The District itself is large in land area; about 1,086 square miles, of which 21.7 is within the city limits of Corsicana. As of the census of 2000, 16,491 households, and 11,906 families residing in the county. The population density was 45 people per square mile within the entire county. The racial makeup of the county was 70.84% White, 16.79% Black or African American, 0.46% Native American, 0.47% Asian, 0.33% Pacific Islander, 9.45% from other races, and 1.65% from two or more races. 15.76% of the population was Hispanic or Latino of any race.

There were 16,491 households out of which 34.00% had children under the age of 18 living with them, 55.70% were married couples living together, 12.20% had a female householder with no husband present, and 27.80% were non-families. 24.10% of all households were made up of individuals and 12.00% had someone living alone who was 65 years of age or older. The average household size was 2.65 and the average family size was 3.14.

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The population was spread out with 27.20% under the age of 18, 9.90% from 18 to 24, 26.90% from 25 to 44, 21.50% from 45 to 64, and 14.40% who were 65 years of age or older. The median age was 35 years. For every 100 females there were 97.00 males. For every 100 females age 18 and over, there were 92.70 males.

The median income for a household in the county was \$31,268, and the median income for a family was \$38,130. Males had a median income of \$30,112 versus \$20,972 for females. The per capita income for the county was \$15,266. About 13.90% of families and 18.20% of the population were below the poverty line, including 23.10% of those under age 18 and 14.90% of those ages 65 or over.

C. Historic Service Volumes

The call volume information provided is an estimate based on information provided by the current provider's personally stated call volume for the coverage area within and outside of the District's boundaries. They report 1,740, 9-1-1 requests for service calls in 2013, and through October 2014 a call volume for the ten (10) month period being 1660, with additional calls being conducted under mutual aid or interfacility transports. Proposers are encouraged to consider this additional work. Additional work can be had from within and outside of the area as long as it is for residents that reside in Navarro County.

IV. Proposal Provisions

A. General Contractor Relationship

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

B. Scope of Services and Minimum Standards

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

This contract area does not have the call volume, nor population density to allow for a *high performance* bid. However, there are certain minimum standards that are *required* of the

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winning Contractor in the performance of this contract that must be adhered to. Contractor must provide a minimum of two (2) ALS/MICU units at all times within the service area. The County prefers MICU level units, and back up units must be at least ALS level units. The Contractor is free and encouraged to use their expert judgment in providing services that exceed these minimum standards if they so choose. The required provision standards of this RFP (scope of services) are as follows:

1. Coverage

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

The County is making arrangements with two volunteer fire departments (VFDs) funded by county tax dollars for facilities to be used by Provider to house crews and ambulance at no cost to the provider. These VFDs would be located at mid points on the east and west sides of the county. Navarro County wishes prospective bidders to consider this when developing their bids. Provider would need to offer the VFDs compensation to cover their increased utility costs, as well as pay for costs of modifying existing structures to meet Provider's housing needs.

The Contractor is responsible for providing back up services to those areas while the primary ambulances are on other responses by securing interlocal agreements with neighboring EMS agencies. The Contractor is responsible for providing non 9-1-1 ambulance services to the residents of Navarro County in compliance with the clinical and response time standards set forth in this RFP.

2. Response Times

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

1. Call Classification:

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

2. Emergency Assignments:

The Contractor shall place a transport capable ALS/MICU ambulance at the scene of each life- threatening emergency request within (17:59) minutes on not less than ninety per cent (90%) of all emergency dispatch response requests (i.e., 9-1-1 EMS classified calls). This classification will be measured using the last 100 patient contacts or a quarterly average.

When ambulances are available for non-emergency transports, the Contractor shall place a transport capable ALS/MICU ambulance at the scene of each non-emergency request within:

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- a. 15 minutes of the scheduled pick up time with 24 hours advance notice;
- b. 60 minutes of time of call on unscheduled non-emergency requests.

3. Calculation of Response Times:

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

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

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

4. Response Time Exemptions:

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

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

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

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Exemptions shall be as follows:

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

3. Communications and Dispatch

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

The Contractor will provide or provide for a computer aided dispatch system to be utilized to record dispatch information for all ambulance requests. The CAD time recording system shall include the date, hour, minutes and seconds. All radio and telephone communication including pre-arrival instructions and time track shall be recorded on tape and kept for a minimum of 180 days. The computer aided dispatch system shall meet the requirements as specified herein. Contractor will utilize EMD certified personnel for the handling and disbursement of all emergency and non-emergency calls on a 24 hour a day, 7 days a week basis. Standard industry radio communications, GPS and mapping, paging and alert capabilities will be used at all times. The Contractor will put in place sufficient safeguards to ensure that dispatch personnel have the initial and on-going training, map knowledge and geographic understanding of the coverage area in Navarro County.

ALS/MICU units shall be equipped with a VHF radio capable of Communicating directly with the Volunteer Fire Departments and Emergency Personnel. This radio should also be programmed with radio frequencies from a list provided by NCSO Communications. This would provide inter-operative communications with other Navarro County Public Safety Departments. VHF radio should also have the TEXAS Statewide Interoperability Channel Plan (TSCIP) recommended frequencies for VHF radios.

4. Personnel

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

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

A number of highly trained, dedicated volunteers are currently serving in the EMS and Fire systems in Navarro County. To ensure a smooth transition, and to ensure that all have a reasonable expectation of membership or employment in the Contractor's operation, Navarro County recommends that the Contractor recruits and retains persons currently working in the system. As this is a rural county, the use of local personnel ensures continuity and knowledge forwarding to the new system which would include county road maintenance, difficult routes (bridges etc.) and the location of chronic patients.

Contractor is encouraged to show its intent and commitment in this area. Contractor and contractor personnel should be familiar and compliant with NIMS and NIMS compliance requirements to the extent of job function and interaction with fire and law enforcement. Contractor will provide evidence of at least 80% compliance in NIMS within the first 12 months of service.

5. Clinical

In the proposal the Proposer shall show the methods and resources necessary to comply with the standards in this section. Include under separate cover one (1) copy of the proposed medical director certification and any negotiated conditions between the service provider and the medical director.

The Contractor will provide at all times an agreement that provides for a Medical Director, medical control, and medical protocols. These elements will be provided following the rules and regulations set forth by the Texas Department of Health. Contractor's Medical Director is also responsible for First Responder Organizations that choose to participate. The Medical Director will provide first responder protocols to the programs and will allow organization to perform such medical aid while on official duty with each participating department. The Medical Director should be in good standing with the Texas Medical Board and should be Board Certified in Emergency Medicine. The Medical Director should have no more than two EMS agencies that the Medical Director oversees. Provider will provide evidence that the Medical Director is in good standing with the Texas Medical Board and will submit a copy of the Medical Director contract in the proposal.

The Contractor will be required to provide on-going in-service training program and a Quality Initiative Program that at a minimum provides for retrospective chart review, and internal controls to insure protocol compliance. Provider should explain the QA/QI process in the proposal and provide the manager in charge of EMS Compliance.

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6. Ambulance/Equipment and Supply

In the proposal the Proposer shall show the methods and resources necessary to comply with the standards in this section. Include the number of vehicles required and proposed for this contract Describe your organization's vehicle maintenance program and explain a vehicle replacement schedules.

The Contractor is fully responsible for the provision of maintenance and replacement of vehicles and equipment necessary to fulfill the obligations of this contract. The Contractor shall provide ambulances that are at a minimum licensed with the Texas Department of Health as Advanced Life Support Care Units. The Contractor will provide such equipment in sufficient quantity and quality to ensure that no lapse in service exists during times of maintenance or vehicle/equipment failure.

7. Reporting Requirements

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

The Contractor will be required to submit monthly reports to Navarro County regarding elements of the provisions of ambulance services in the contracted areas. Upon contract award the parties will meet, confer, and agree on a format for such reporting. This reporting will encompass such data items as call volume, response times, call types, billing and collections and other quality assurance reporting. This required reporting will occur on a **monthly** basis and will form the basis by which the Commissioners Court will validate compliance with the contract and will confirm the Service Provider's sworn statement for appropriate and proper billing.

8. First Responders and Mutual Aid

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

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

Contractor shall develop mechanisms to exchange re-useable orthopedic appliances and re-stock disposable BLS and ALS medical supplies used by the First Responders when treatment has been provided by the first responding personnel and patient care is assumed by the Contractor's personnel. Equipment and supplies will be exchanged on a one-for-one basis.

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Whenever possible this exchange should be accomplished on scene. If patient care or circumstances at the scene prevent an on-scene exchange, the Contractor will arrange to accomplish it as soon as reasonably possible.

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

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

9. Pricing

*In the proposal, the Proposer shall provide in their submitted proposal pricing for the elements of the RFP as outlined. Proposer shall provide proposal information on how they will cover the entire Navarro County EMS area of responsibility with primary and back-up ground coverage to meet the stated response time requirements. **Provide pricing information in the following two areas:***

Ambulance Rates: Provide full ambulance rate information for their proposed operations for the contract. Include fees for all charges; (i.e. base rates, mileage, and any add-on charges). Proposer shall provide their expected average patient charge (APC) for 9-1-1 transports, and for non-emergency transports. Rates should be in line with the normal and customary charges and the Consumer Price Index.

And;

Annual Subsidy Requirement: Provide annual subsidy requirement for the Base Contract year and each subsequent year for five total years. Subsidy (if any) will be paid monthly, and cannot be *front loaded* to pay for operational start-up costs. Provide any other information as Provider may deem necessary to complete this request for proposal that might enhance Navarro County's ability to determine the provider's intent.

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V. General, Financial and Administrative Provisions

A. Terms and Renewal Provisions

The term of the contract ultimately executed by the Contractor shall be for a base term of three (3) years and two (2) subsequent years' option periods starting February 1, 2015. The Contractor may earn extensions of two one (1) year terms beyond the initial term by meeting or substantially exceeding the minimum requirements of the contract during the previous three (3) year term; provided the Commissioners elects to approve such extension. These extensions are subject to the same terms and conditions as the contract governing the initial term, except with regards to the price and subsidy which may be adjusted as set forth in the contract. Navarro County reserves the right to notify the Contractor they are in breach of contract and terminate the contract during any extension period should Contractor evidence a failure to meet minimum requirements as set forth below.

Navarro County shall evaluate the Contractor's performance and may elect to award extensions, subject to the following requirements:

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

B. Insurance

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

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

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1. Commercial general liability insurance, including but not limited to, bodily injury property damage and personal injury, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and annual aggregate. Coverage shall be on "an occurrence basis," and the policy shall include broad form property damage coverage, and contracted liability and fire legal liability of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, unless otherwise stated by exception herein.
2. Professional medical liability insurance including errors and omissions with minimum limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and an aggregate limit of no less than Two Million and 00/100 Dollars (\$2,000,000.00).
3. Automobile Liability with a One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage of per occurrence, and
4. **"No Representation of Coverage Adequacy:"** By requiring insurance herein, Navarro County does not represent that coverage and limits will be adequate to protect Contractor. Navarro County reserves the right to review any and all of the insurance policies and/or endorsements cited in the Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Contract.
5. Worker's compensation coverage and policy, in compliance with the State of Texas. The Workers' Compensation policy must waive subrogation rights. Policies other than the Workers' Compensation Insurance shall name Navarro County, its agents and employees as additional named insured. Navarro County must receive at least thirty (30) days' prior written notice of any expiration, cancellation, non-renewal or material change in coverage of Contractor's insurance coverage. Nothing shall absolve Contractor of this requirement to provide notice.

C. Performance Security

In the proposal, the Proposer shall provide evidence of ability to meet all requirements described in this section.

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

Navarro County will use a pre-qualification of proposers as outlined in **Section II Minimum**

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Qualifications & Documentation of Credentials to ensure the ability of the proposer to fulfill the obligations of this RFP. The Contractor will execute a three way leasing agreement or standby lease agreement, in a form acceptable to the Navarro County, which will assure Navarro County immediate access to any and all equipment and supplies, and other assets that Navarro County determines are necessary for the continued operations of the system. In addition, Navarro County has the right to terminate the contract for major breach.

The Contractor will deposit with the Navarro County, an annually renewable performance bond in a form acceptable to Navarro County. The amount of the performance bond shall be five hundred thousand dollars (\$500,000.00). The parties will agree that this is a reasonable amount for total liquidated damages in the event of Contractor's failure to perform, termination, or breach of contract.

D. Contractor Default and Provisions for Early Termination

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

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

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performance during “lame duck” period;

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

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

VI. Submission & Scoring of Proposals

A. General Submission Information

1. Procurement Time Frames

The schedule for Navarro County procurement is outlined in Section I, D of this RFP. Failure to comply with any time frames outlined in the RFP Timeline may result in automatic disqualification of the Proposer.

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2. Proposal Submission

Proposals must be in writing. Late proposals will not be accepted. The sealed package containing one (1) original, four (4) copies plus 1CD, is to be labeled on the outside with "Navarro County RFP 2015-E-01" and addressed to:

**Navarro County Auditor
601 N. 13th Street, Suite 6
Corsicana, Texas 75110**

Navarro County must receive the submission no later than 5:00 p.m. December 17, 2014.

3. Estimated Business Volumes

Navarro County specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special event coverage that may be associated with this procurement. Any and all historical data on past volumes of business with Navarro County service area are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.

Navarro County recognizes that proposers are experienced experts in the delivery of emergency and non-emergency ambulance services, and therefore presumably better qualified than the Navarro County to predict ambulance transport volumes based upon population, demographics, and trends.

4. Exceptions

Proposers taking material exception to Navarro County to the specifications may be disqualified. The purpose of the question submission period is to provide clarification of the RFP and its specifications before submission of proposals. If an organization has questions regarding the RFP and its specifications, a request for clarification should be submitted.

5. Withdrawals of Proposals

No proposal may be withdrawn after submission.

6. Proposal Cost and Ownership

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

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7. Confidential Information

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. To protect such data from disclosure, the proposer should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages and include an explanation why the information is considered confidential. The pages marked as confidential will be returned to the Proposer after the final selection of a Provider.

8. Permits and Licenses

The Contractor will be responsible for and hold any and all required federal, state, and local licenses required necessary to perform the duties under the contract. In addition, the Contractor will make all necessary payments for licenses and permits to conduct its business and duties under the contract. The Contractor will assure that all necessary renewals are made on time.

The Contractor will be responsible for assuring that all of its personnel hold valid state and local certifications at all times to meet the contractor's responsibilities under the contract.

9. Compliance with Laws and Regulations

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

B. Minimal Mandatory Table of Contents

In order to ensure that the evaluation of the proposals is as equitable as possible, all proposals shall be submitted in the following format. Order and numbering conventions should be consistent with the required Table of Contents though the subtitles may not be required to match exactly. The order in which the content of the proposal is as follows:

Letter of Transmittal

- I. Summary of Proposal
 - a) Introduction and Company History
 - b) Services Rendered
 - c) Office Locations
 - d) Proposed Scope of Services
 - e) Financial Information
 - f) Key Personnel
 - g) Company Organizational Chart
 - h) Projected Line Item Budget for the Project
 - i) Financial Analysis for the Project
 - j) Estimated Income Analysis
 - k) Cost of Delivering Services
 - l) Objectives while providing Services

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- m) Implementation Plan to Provide Services
 - n) Performance Plan
 - o) Conclusion
- II. Appendix and Submittals
- a) Company Legal Organization Paperwork filed with State, County, or City
 - b) Insurance Binder per 2014 Senate Bill 8
 - c) Irrevocable Line of Credit per 2014 Senate Bill 8
 - d) State of Texas Medicaid Provider Surety Bond per 2014 Senate Bill 8
 - e) Copies of State License to provide Ambulance Service to include vehicle mini license
 - f) Evidence of Diverse Workforce
 - g) Non-Criminal Affidavit signed by the President or CEO indicating that no employee working in Navarro County has ever been convicted of a Felony
 - h) Affidavit signed by the President or CEO indicating that the company has no pending civil lawsuits pending
 - i) Affidavit signed by the President or CEO attesting that the company has never entered into Bankruptcy Protection
 - j) Current Charge Rates for Services
 - k) Copies of the last 3 years of Income Tax Returns for the Provider
 - l) Most current provider balance sheet to include Profit and Loss
 - m) Provide Company Management Team information and contact information
 - n) Provide Contact Information of the Medical Director and include physician is in good standing with the Texas Medical Board and Enclose Board Certificates
 - o) Provide Medical Protocols signed by the Medical Director
 - p) Provide Policy and Procedures for the Company which should address specifically:
 - 1. Americans with Disabilities Act
 - 2. Sexual Harassment Policy
 - 3. Hours of Operation
 - 4. HIPAA Policy
 - 5. Code of Conduct and Ethics
 - 6. Substance Abuse Policy
 - 7. Driving Policy
 - 8. Performance Evaluation
 - 9. Employee Health and Safety Program
 - 10. Severe Weather Policy
 - 11. Reporting Unusual Occurrences
 - 12. Public and Official Representation
 - 13. Media and Public Relations
 - 14. Complaints
 - 15. Routine Vehicle Maintenance
 - 16. Employee Driving Records
 - 17. Equipment BioMedical Maintenance
 - 18. Staffing Plan
 - 19. Interaction with Outside Agencies
 - 20. Incident Investigations
 - 21. Incident Command
 - 22. Mass Casualty Incidents

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- 23. Hazardous Materials
- 24. Disaster Plan
- 25. Quality Assurance Plan and Quality Improvement Plan

- III. Time Line for Implementation
 - a) Prepare a table that includes a Time Line to begin services
- IV. Exceptions - Prepare any exceptions to this proposal that you as the Provider will have difficulty full filling.
- V. Provide Sample Contract for Services Provided

C. Evaluation of Proposals

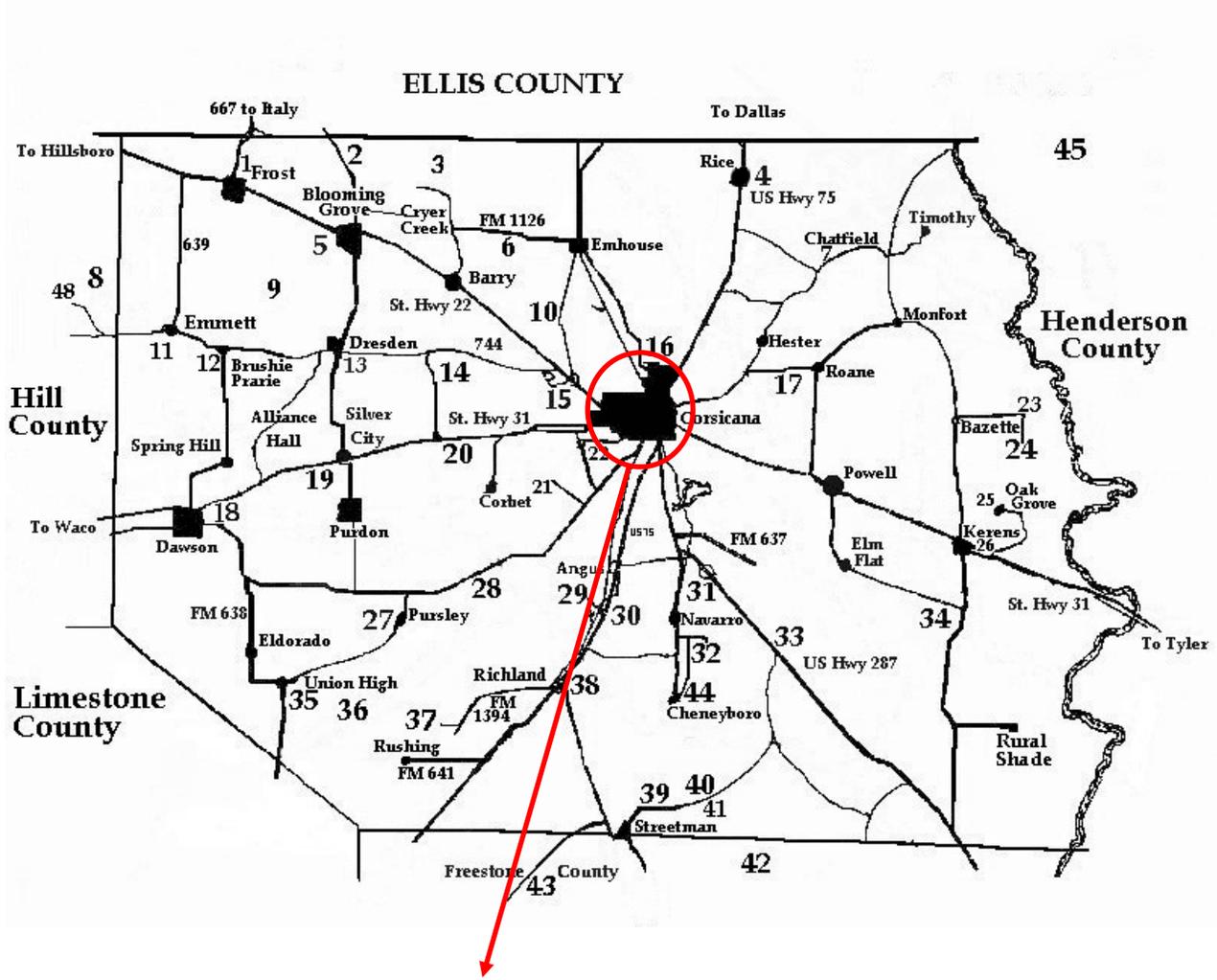
Proposals will be evaluated by Navarro County Officials and employees. Navarro County's District Attorney, or a contractual attorney will provide technical support to the County Commissioners.

Investigations of Proposers' submission and services may be conducted as deemed necessary by Navarro County. Such investigation could include a site visit should one be desired. Proposals will be evaluated as follows:

1. *Review of Qualifications* – Each Proposer's qualifications for providing the 9-1-1 ALS/MICU transport service will be reviewed. Proposers must satisfactorily meet the qualifications set forth in the RFP before consideration of the proposals will take place.
2. *Compliance with RFP* – Proposals determined to be non-complaint with the RFP will be eliminated. Compliance means that the proposal is submitted by a Proposer that has been qualified to submit a bid through the qualifying process; the mandatory Table of Contents has been followed, programs and offering described in the proposal meet the prescribed minimum standards, and complete pricing information is submitted in the format stipulated in the RFP. (1-25 Points)
3. *Evaluation Criteria for Award* – Proposals will be evaluated according to the following criteria:
 - a. Qualifications of Proposer;
 - b. Proposer's Ability of Effectively Carry Out Its Obligations Under the Agreement, Including Previous Emergency Medical Services Experience;
 - c. Cost/Price Quotes and
 - d. Capitalization and Financial Resources of Proposer.

Navarro County MAP

Appendix 1 - Service Area Map excluding the City Limits of Corsicana



Exclusion of the City of Corsicana as outline above
Provider should become familiar with the boundaries of this proposal