

**CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION
REQUEST FOR PROPOSALS (RFP)**

1. PROPOSAL NO.: 18-249-07-19
2. ISSUE DATE:- June 28, 2018
3. FOR INFORMATION CONTACT: (No collect calls)
NAME: Crissy Cantu, Buyer
TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798
E-MAIL: ccantu@missiontexas.us

4. BRIEF DESCRIPTION:

Ambulance Services

5. PRE-PROPOSAL CONFERENCE:
(Strongly Recommended)
****** There WILL be a conference. ******
LOCATION: City of Mission
 1201 E. 8th Street
 Mission, TX 78572
DATE: July 05, 2018
TIME: 10:00 AM CST

6. ADVERTISING DATES:
 1st Week of Advertisement Date: __06__ / __28__ / __18__
 2nd Week of Advertisement Date: __07__ / __05__ / __18__

7. SUBMIT OFFER TO:
Mailing/Hand/Commercial Courier Delivery

**City of Mission
 Purchasing Department**
 1201 E. 8th Street R101
 Mission, TX 78572
 Proposal # 18-249-07-19

8. OFFER SUBMISSION DUE DATE AND TIME:
DATE: July 19, 2018
TIME: 2:00 PM CST

9. No Facsimiles or late arrivals will be accepted. Any proposals received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFP.

10. SUBMIT WITH OFFER: Original offer and 12 photocopies including documents and attachments so indicated on Page 2 of this form.

11. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

12. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for proposals.

13. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

**OFFER
(To be completed by Offeror)**

14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

15. PROPOSERS NAME, ADDRESS: (Type or Print)

TELEPHONE: **E-MAIL:**
CELL PHONE: **FAX:**

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

17. PROPOSERS SIGNATURE & DATE:

**AWARD
(To be completed by City of Mission)**

18. TOTAL AMOUNT OF AWARD:

19. DIRECTOR OF PURCHASING SIGNATURE & DATE OF AWARD:

Name: _____ Signature: _____ Date: ____/____/____

SOLICITATION INDEX

20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date)	YES
●	Instructions to Proposers	General Terms & Conditions	YES
		Technical Proposal	YES
		Price Proposal	YES
		Insurance Certificate	NO
●	Scope of Service	Description of Ambulance Services	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form	YES
●	Pricing Schedule	Signed and Completed	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s)	YES
●	Proposer's General Questionnaire	General Questions (Supporting Documentations)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire	YES

21. ACKNOWLEDGMENT OF ADDENDUMS:	ADDENDUMS #	DATE	ADDENDUMS #	DATE
Offeror acknowledges receipt of the following addendum(s) to the solicitation: (Identify addendum number and date of each.)				

*****Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Proposal *****

City of Mission
Instructions to Proposer – General Terms & Conditions/Scope of Service
Proposal Name/No.: Ambulance Services / 18-249-07-19

I. INTRODUCTION

Intent and Purpose

The CITY OF MISSION seeks proposals from qualified providers for 911 Emergency Medical Services with Mobile Intensive Care Ambulance Service.

In Summary, the purpose of the proposal process is to determine from the proposals received which provider can best ensure that properly trained and certified personnel will provide timely emergency medical care to patients at the scene of their illness or injury, and then transport the patient to an appropriate treatment facility in the shortest practicable time utilizing safe, reliable and clean vehicles, and provide the most reliable, safe and effective pre-hospital care services to those served.

Conditions of Proposal

1. Proposals must be received no later than 2:00 P.M. on July 19, 2018 at the Office of the Purchasing Director, City Hall Purchasing Department 1201 East 8th Mission, TX. 78572
2. Twelve (12) copies of your proposal must be submitted on the forms furnished and in a sealed envelope clearly marked on the outside with the proposer's name and the title: AMBULANCE SERVICE PROPOSAL

As part of the proposal each firm must submit:

- a. Supplemental Information Form, with attachments as necessary
 - b. Rate Structures and Billing and Collection Procedures
 - c. Proposal Form
 - d. Certificates of Insurance
3. The successful proposer agrees to provide Ambulance Service within the CITY OF MISSION at a competitive cost to the City of Mission.
 4. The successful proposer shall comply with all applicable Federal, State, and Local laws and regulations, and warrant that they are familiar with all laws, regulations or ordinances that may be applicable and shall ensure that all their employees continue to maintain such familiarity and compliance.
 5. All words, signatures, and figures submitted on the proposal shall be in ink. Proposals that are conditional, obscure or contain additions not called for, erasures, alterations, or irregularities may be rejected as informal. More than one proposal from the same firm will not be considered. Proposals from all those submitting will remain sealed and confidential up to the opening date and time. Proposals may be corrected, revised or supplemented (e.g. should materials, attachments referenced be missing) up to the time before opening of proposals).

6. The CITY OF MISSION reserves the right to reject any or all proposals, in whole or in part, as it determines to be in the best interests of the CITY OF MISSION.

Awarding of Contract

One contract award is anticipated under this solicitation. Multiple contract awards shall not be made. It is the intent of the City of Mission to award the contract to the most advantageous proposer who provides goods or services at the best value for the municipality. Upon the City's issuing an award of this proposal, this proposal shall be countersigned by an authorized representative of the City which will result in a binding contract without further action by either party.

Award of Contract

- (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (b) In determining the best value for the municipality, the municipality may consider:
 - 1) the purchase price;
 - 2) the reputation of the bidder and of the bidder's goods or services;
 - 3) the quality of the bidder's goods or services;
 - 4) the extent to which the goods or services meet the municipality's needs;
 - 5) the bidder's past relationship with the municipality;
 - 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - 7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - 8) any relevant criteria specifically listed in the request for bids or proposals.

Minimum Requirements:

- 1. Currently licensed by the TEXAS DEPARTMENT OF STATE HEALTH SERVICES to operate an ambulance service providing services at the Paramedic Level pursuant to Texas Administrative Code 157.11
- 2. Minimum of five (5) years corporate experience in the operation of an ambulance service without any license suspension, revocation, or refusal to renew by Texas Department of State Health Services Administrative Code 157.16
- 3. Minimum of two (3) years corporate experience without any bankruptcy proceedings or filings.
- 4. Minimum of three (3) years of experience providing first line 911 EMS service to at least three (3) other comparable communities, including size and population, within Texas, said service to include an MICU response.
- 5. Ability to provide three (3) positive references for each of the following categories:
 - a. Municipal Official

- b. Hospital Official
 - c. Bank or Vendor
6. Experience with providing emergency medical response for large scale disasters.
 7. Provider must provide all radio I.D. numbers to be placed into the 911 communications system.
 8. Provider must have access to rotor and fixed wing services.

II. OPERATIONAL REQUIREMENTS

The Provider under Contract to the CITY OF MISSION shall hold a valid License issued by the Texas Department of State Health Services for operation of a Mobile Intensive Care (MICU) Ambulance Service providing services at the Paramedic Level pursuant to Texas Administrative Code 157.11 and shall maintain said License status for the entire term of the Contract, and any renewal(s) thereof, and any and all local requirements set forth in these Specifications, or as otherwise agreed to by The Provider and the CITY OF MISSION. The Provider shall provide cardiac defibrillators on all of their units servicing the CITY OF MISSION in an EMS capacity and personnel trained to the appropriate level to man these units.

Changes in Laws and Regulations

The ambulance service shall at all times keep itself fully informed of and meet any applicable federal, state, and municipal laws, ordinances, rules and regulations including, but not limited to Texas Administrative Code 157.11, 157.16. If any clause of the contract conflicts with such law, that clause shall be void insofar as it is inconsistent with said law. Provider is to comply with all the requirements and standards of the Emergency Medical Services Act, Chapter 773, Texas Health and Safety Code.

Hours / Areas of Coverage

All dedicated EMS Units operating in the CITY OF MISSION shall be fully staffed twenty- four (24) hours daily, seven (7) days a week. Such coverage, during the term of this Contract, to provide Mobile Intensive Care (MICU) services to all areas within the corporate limits of the CITY OF MISSION and within the areas for which the City bears primary, first response responsibility pursuant to contracts with any other political subdivision(s).

Vehicles

The Provider shall provide the CITY OF MISSION with a minimum of three (3) MICU Units (24) hours per day, These vehicles shall be dedicated to 911 EMS transport servicing those persons within The CITY OF MISSION.

The company providing service must demonstrate how back up will be provided when the need for additional units becomes necessary. This will address move up requirements to include time limits for travel when dedicated units have been committed. The Provider shall

immediately dispatch the closest available unit to Mission to provide backup coverage. Backup must arrive within the city limits within, fifteen (15) minutes of the third dedicated unit having been dispatched. The CITY shall have the absolute and sole authority to select the 911 primary mutual aid provider(s). It is the responsibility of the contracted provider to enter into an agreement with said mutual aid provider and all parties to this agreement.

All vehicles shall comply with the Standard for Automotive Ambulances as per the Texas Department of State Health Services for operation of a Mobile Intensive Care (MICU) ambulance service.

Basing of Vehicles

The Basing of the ambulance shall be undertaken by The City of Mission at five strategically locations at the city's discretion before the start of the contract period. All shift exchanges shall take place at set assigned locations. The vehicles to be used in the performance of said contract shall be housed in the following locations within the City of Mission and comply with all applicable laws, ordinances or regulations.

Central Fire Station #1 – 415 West Tom Landry St.

Fire Station #3 – 1804 North Shary Rd.

Fire Station #4 – 3408 North Inspiration Rd.

The City reserves the right to change the location for the basing of vehicles with proper notice.

Personnel

All personnel employed by the Provider to staff the ambulances shall be certified in the appropriate level commensurate with their responsibilities; i.e., Emergency Medical Technicians (EMT's) or Paramedics as defined by Texas Administrative Code 157.33 (certifications)

The Provider shall furnish the CITY OF MISSION at contract execution and henceforth quarterly with a roster of currently employed personnel which shall include the following information on each employee: name, date of certification, license, and registry numbers. The CITY OF MISSION shall retain the right to verify these with Texas Department of State Health Services.

All persons assigned to work in the CITY OF MISSION must provide a completed background check at the providers cost prior to assignment to determine the person's suitability and character. This check shall also be performed on a semi-annual and/or random basis as needed or requested to all personnel who are or may be involved with the above referenced Ambulance services within the City of Mission.

The CITY OF MISSION can request that a person be removed at the City's complete and unfettered discretion without liability, consequence or ramification to the City of Mission or its officers or employees, ultimate ambulance service provider or its agents or employees and

for which proposer agrees to hold harmless and indemnify the City and its officers, agents and employees.

The Provider shall make an effort to maintain stability of personnel on the dedicated units so as to maximize their knowledge of the CITY OF MISSION streets and locations. Each Unit must have minimum of one-(1) paramedic with one (1) year experience responding to EMS calls.

All personnel responding to EMS calls in Mission shall maintain a professional appearance to include a neat uniform and good grooming. They shall conduct themselves in a professional manner at all times, and shall show appropriate courtesy and respect towards all people they come in contact with. Any employee of The Provider who demonstrates a consistent poor attitude or pattern of personal conflict with anyone while on duty in Mission shall be immediately reassigned to another location by The Provider, at the written request of the City of Mission.

Routine Operating Procedures

As part of regular operations The Provider shall make a daily check of road conditions and construction by a call to the 911 Dispatch Center.

The Provider shall furnish the CITY OF MISSION, upon request, with a copy of its written policies and procedures, including, but not limited to, the following:

1. Certification and recertification of attendants (and all training records)
2. Back up services
3. Communications internally and externally
4. Re-Stocking of supplies
5. Use of lights and warning signals
6. Staff and vehicular Staffing levels
7. Code of Conduct
8. Mechanical failure
9. Sexual harassment
10. Non-discrimination hiring policy
11. Drug and Alcohol testing policy especially after a fleet accident

A copy of the policies and procedures shall be submitted to the CITY OF MISSION with the proposal.

The City of Mission, through its 911 Public Safety Access Point (PSAP), will notify the provider of EMS ambulance units assigned to Mission for all Emergency "911" calls received by such 911 PSAP.

The Provider must maintain its ability to communicate with the CITY OF MISSION Fire Department Dispatch Center by telephone or two-way radio. The Provider must maintain a telephone or two-way radios in the ambulance so as to be able to communicate with the CITY OF MISSION Fire Department Dispatch Center. It shall be the responsibility of The Provider to take any steps and procedures necessary to ensure optimum speed and efficiency in response between its personnel and equipment in the coordination of information/dispatches with the Mission Fire Department Dispatch Center.

While vehicles shall be so equipped with two-way radio communications as mentioned above in fixed mobile units, additionally each unit shall be equipped with one (1) portable radio to communicate with the Mission Fire Department Dispatch Center when the personnel are not in the vehicle. All backup units shall be equipped with some means of communicating with the Mission Fire Department Dispatch Center.

The Provider shall furnish each unit assigned to the CITY OF MISSION with wireless phone communications and make the number available to the CITY OF MISSION Fire Department Emergency Dispatch Center.

Response to Calls

The Provider shall respond immediately to all calls for service by the CITY OF MISSION PSAP. All units assigned to the CITY OF MISSION shall not respond outside the CITY OF MISSION except as dispatched by the CITY OF MISSION 911. The Provider shall respond to all calls for emergency medical service and arrive at such scene or emergency within ten (10) minutes or less, of dispatch for ninety-three percent (93%) of the calls assigned priority -1 calls defined as life threatening emergency requests and produce an average response time of fifteen (15) minutes or less on 92% of all priority -2, those defined as non-life threatening requests.

Medical Operating Procedures

The Provider must describe in detail medical Quality Assurance Programs. Such programs must meet the approval of the Emergency Medical Director of their representing agency. The Provider shall execute a medical control agreement with the Mission Fire Department for BLS affiliation of First Responder Services. The Provider shall participate in the ambulance board ex-officio work group established by the CITY OF MISSION. Provider is to cooperate with and respond to the Ambulance Advisory board and the Fire Chief or designee on matters related to ambulance service and patient care.

Transport of All Patients after Dispatch

Providers are reminded of the requirements set forth in the Regulations as to the transport of patients:

"No ambulance service or agent thereof shall refuse, in the case of critical illness or injury, to dispatch an available ambulance, to provide life-support at the scene, or to transport a patient to an appropriate place of treatment within its regular operating area, unless patient expresses refusal for treatment." This requirement shall be strictly enforced and reviewed during the term of the Contract with The Provider.

The Provider shall transport within or without the CITY OF MISSION, contagious and infectious disease cases, as directed by the Texas Department of State Health Services or other designated CITY OF MISSION or State authority.

Providers are to transport patients to such a hospital as may be designated by the patient, patient's condition, supervising physician in the Hospital emergency room in accordance with the accepted practice

Once patients are delivered to the hospital, and the responsibility for their medical care is fully assumed by the emergency room staff, all provider personnel/units transporting patients from Mission shall immediately notify the Mission Fire Department Dispatch Center that they are clear from the hospital and shall return to their assigned stations as soon as possible. There shall be no unnecessary loitering in hospitals or anywhere else outside the boundaries of the City of Mission by staff of any of the dedicated units.

Record Keeping

All record keeping shall be prescribed by the regulations in with state and federal regulations.

All such records shall be made available for inspection by the CITY OF MISSION or a designated representative from the CITY OF MISSION upon request. In addition, The Provider shall supply to the above the following information through written communications upon request:

1. Requests for service
2. Source of request for service
3. Number of patients transported
4. Response times
5. Demographics of the patient population
6. The Provider shall furnish a fee schedule.
7. The Provide shall supply a non-disclosure form upon request as additional coverage.

The Provider shall provide all additional reports as requested by the CITY OF MISSION or its representative agencies.

Periodic Reviews of Providers Performance

1. Performance Review: –Managers and supervisors assigned by The Provider to Mission shall be required to attend periodic performance review sessions held by the City of Mission Ambulance Board Review Committee. The Operations Working Group review sessions will be held on a quarterly basis at a minimum, and the Ambulance Board Review Committee review sessions will be held at least twice per year for the following purposes: 1) to ensure The Provider's continued compliance with the provisions of the Agreement; 2) to review response times of all MICU calls; 3) to review paramedic ALS skill performance; 4) to address and resolve specific issues/problems; and 5) to generally coordinate EMS operations

in the City of Mission. The Provider shall provide the City with a monthly written performance report by the 5th day of each month during the term of this Agreement. Each monthly performance report shall include, but not necessarily be limited to, the following information:

- Listing of all EMS calls responded to in Mission, showing - location of call, nature of call, total response time, total on-scene time, and all other information deemed necessary by the City of Mission.
- Explanation for all calls with a "response" time greater than ten (10) minutes;
- Explanation for all calls with an "on-scene" time of greater than twenty (20) minutes;
- Personnel roster listing names, dates of initial certification, and dates of hire for all full and part-time paramedics working regular shifts in Mission (should also highlight any new personnel added since the last report);

The Departments shall develop any reporting formats deemed necessary to collect and record information relative to the performance of The Provider.

2. The Provider shall respond to the CITY OF MISSION Ambulance Service Review Committee within fifteen (15) days of any reporting period (calendar month) as to the system's response time and those calls exceeding ten (10) minutes. In the event that The Provider does not achieve a ninety-three percent (93%) threshold of ten (10) minute responses, a detailed corrective action plan shall be submitted to the City of Mission at this time. Failure of The Provider to correct inadequate response times, personnel or mechanical issues and all those deemed detrimental to the routine operations for three (3) consecutive reporting periods or six (6) periods in any calendar year shall allow the CITY OF MISSION to seek alternative EMS Services and shall constitute a material breach of The Provider's agreement with the CITY OF MISSION.

Advertising and Public Information

The Provider shall, at its own expense, prior to the start of service, place an advertisement in the local newspaper for a period of one (1) week to include the following information:

1. Full name of The Provider
2. Mailing address
3. A statement to include the following:
 - a. The telephone number for emergency calls
 - b. The local telephone number(s) to be used for non-emergency calls or business calls to the Provider.

Services Made Available to the City of Mission and Community Outreach

Programs

1. The Provider shall respond to all Fire or Police emergencies as directed by 911 Dispatch personnel, and shall remain on scene until released by the incident commander.

2. The Provider shall provide a dedicated ambulance for all CITY OF MISSION sponsored functions such as Ex; Fourth of July celebration, City of Mission picnics, parades, and other events as determined by the awarding authority, etc..
3. The Provider shall assist in EMS Training for Fire, Police, and 911 Dispatchers.
4. The Provider shall re-supply expendable medical supplies to all Fire and Police Units within the Mission used by the First Responder Organization in the course of assisting in providing emergency services.
5. The Provider shall accept all medical waste generated at the EMS scene as well as accept medical waste collected by CITY OF MISSION employees who may act as first responders to an EMS emergency, and any other training per the working group such as fire department operations.
6. The Provider shall participate in the CITY OF MISSION Emergency Operations Planning Committee.

III. FINANCIAL OPERATIONS

The Provider further agrees to furnish on demand to the CITY OF MISSION a full schedule of its charges for emergency ambulance services, and to keep said charges in place for a one (1) year period. Additionally The Provider agrees to furnish a thirty (30) day notice to the CITY OF MISSION of a pending rate change. Said notification shall be provided to the City of Mission, and the Chairperson of the Mission Ambulance Board Review Committee.

The Provider agrees to assume the duty and obligation to take all notification, approval, administrative, filing, billing, etc. steps requested or required by any third party payers/insurers of those individuals who have received the EMS services and transportation from The Providers' ambulance(s) and personnel. The Provider warrants and agrees, that the rates and billings it seeks to receive payment for shall be at a reasonable cost to the citizens of the City based on the usual and customary rate schedule. Provider is responsible for complying with set rates and guidelines under Medicaid or other applicable Federal or state laws regulations or guidelines.

The Provider agrees that emergency services shall be provided without respect to the ability to pay. The Provider may give appropriate consideration to waive or consider payment plan options to the extent allowed by law for charges, on an individual basis, for those persons identified by the CITY OF MISSION Ambulance Service Review Committee, as demonstrably unable to pay the full charges billed the patient.

Charge for services shall be made to any patient for the cost of providing service at those times where The Provider transports no patient. This would include the following examples: calls where The Provider is requested to stand-by as a precautionary measure, where the patient refuses services, or for any other reason as may occur during the term of the contract.

Payments by Patients for Specific Services

The Provider shall be responsible for billing patients or his or her third party provider. The CITY OF MISSION shall not be responsible for any unpaid bills or balances.

In no event shall the CITY OF MISSION be responsible for any charges, which The Provider is for any reason unable to collect for the emergency services provided under The Provider's Contract with the CITY OF MISSION.

IV. CONTRACT REQUIREMENTS Inclusion of Proposal into Contract

All items included in this RFP (Request For Proposals)/specifications shall become part of The Provider's Contract with the CITY OF MISSION for ambulance service, and be considered to be included within and a part of The Provider's initial proposal and offer to provide such ambulance services.

Term of Contract

The term of the contract shall be for a period of two (2) years and may be renewed annually thereafter with mutual consent in one year increments with a maximum of three extensions.

Termination of Contract Notice

Either The Provider or the CITY OF MISSION may terminate the contract by giving thirty (30) days' notice, in writing, delivered by Certified Mail. The CITY OF MISSION reserves the right to terminate the contract for unsatisfactory services rendered, lack of cooperation, or other just cause by giving thirty (30) days' notice in writing delivered by Certified Mail to The Provider and to hold The Provider liable and responsible for all damages caused to the CITY OF MISSION.

Severability

If any section, paragraph, term or provision of the contract is determined illegal, invalid or unconstitutional by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision of the contract, all of which shall remain in full force and effect for the term of the contract or any renewal thereof.

Non-Exclusivity

Nothing in the contract shall be interpreted as preventing any request for backup emergency ambulance service or non-emergency ambulance service from being made to any provider other than that under contract with the CITY OF MISSION.

Insurance Requirements (Required Coverage)

The Provider shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Provider with limits of liability not less than those specified below.

(a)Commercial General Liability insurance or its equivalent, listing City of Mission as an additional insured, providing limits of not less than \$1,000,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$2,000,000, and a products and completed operations aggregate of \$2,000,000. Coverage

should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

Personal Injury Advertising Liability
Medical Payments
Fire Damage Legal Liability
Broad Form Property Damage
Liability for Independent Providers

(b) **Automobile liability insurance** policy with combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.

(c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(d) **Workers' Compensation and Employers' Liability**- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.

(e) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Provider shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission
Crissy Cantu, Buyer
1201 E. 8th Street, R-101
Mission, TX 78572

Evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

(f) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Agent. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.

(g) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Provider in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

(h) Notice of Cancellation or Material Changes. Policies and/or Certificates shall specifically provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.

(i) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

(j) Deductibles. Companies issuing the insurance policies and the Provider shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Provider.

(k) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Provider of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

Hold Harmless Clause

Should the need arise at the time of the City's assistance to a response for a uniformed member of the Fire Department to drive the ambulance while The Provider's personnel are attending to a patient then, if requested, a Fire Department member may, at the direction of The Provider operate the ambulance to assist in the transportation of the patient to a medical facility. Accordingly, The Provider shall carry a Commercial Auto Policy with additional Insured Coverage with additional insured endorsement naming the City as an additional insured party.

The Provider agrees to hold harmless the CITY OF MISSION from any and all lawsuits or litigation which may arise at any time from the operation of its motor vehicles or the conduct of its employees while under contract to the CITY OF MISSION, and also agrees to indemnify the CITY OF MISSION from liability imposed upon it as a result of any of its activities hereunder. The Provider shall be solely responsible for assuming liability of its personnel and of the patients carried in its vehicles while under contract with the CITY OF MISSION.

Notification of Change in License Status

The Provider shall immediately notify the CITY OF MISSION if at any time during the term of the contract The Provider's License to Operate an Ambulance Service is modified, suspended or revoked or been refused renewal by Texas Department of State Health Services. This requirement for notification shall include the issuance of a provisional license pursuant to Texas Administrative Code 157.111 The Provider shall forward to the CITY OF MISSION all copies of the correspondence received relative to the above matters, should they occur during the term of the contract. Any such action outlined above, (or application or proceeding to effect such, may, at the option of the City, be considered, just cause for immediate termination hereunder. Said notification and copies of all such correspondence shall be provided to the Fire Chief or designee, the Awarding Authority, and the Chairperson of the Mission Ambulance Board Review Committee.

Transfer of License/Assignment of Contract

The Provider's contract with the CITY OF MISSION shall not be transferred or assigned, including transfer or assignments through bankruptcy or insolvency proceedings, without the prior written consent of the Mayor of the CITY OF MISSION. The Provider shall submit to the CITY OF MISSION purchasing agent, for his review on the matter of a proposed transfer, a copy of the written approval received from the state of Texas Department of Public Health for such a transfer, issued pursuant to Regulations.

Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information, go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission
1201 E. 8th Street, Room R-101
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

V. GENERAL REQUIREMENTS Confidentiality

All services provided pursuant to the contract are confidential, and information and reports regarding such service shall not be disclosed in whole or in part to any person or organization other than duly authorized representatives of the CITY OF MISSION without prior written authorization of the Mayor or designee of the CITY OF MISSION. The ambulance service shall take all necessary steps to insure that no member of its staff discloses any such information, except as herein permitted.

I. Ratings for Proposal Evaluation Criteria

Each criterion will be rated using the **Adjectival Scoring Method** as follows:

Definition of Adjective Rankings:

Acceptable: Meets or exceeds specified performance or capability evaluation standards required under the technical provisions in a beneficial way to the City of Mission and has no weakness or weaknesses are correctable.

Unacceptable: Fails to meet an acceptable evaluation standard and the deficiency is uncorrectable. Firm lacks essential information to support a proposal. Proposal would have to undergo a major revision to become acceptable. Firm demonstrated lack of understanding of City of Mission's requirements or omissions of major areas.

A rating of —Acceptable is required to be eligible for award consideration. Offeror is cautioned to be aware of this standard when preparing your Proposal.

(1) DEFINITIONS FOR TECHNICAL EVALUATION

Clarifications: Communications with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistake results in revisions.

Discussions: Oral or written communications including negotiations between the Authority and an offeror (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.

Deficiencies: Defects in the proposal which preclude acceptance. Involves any part of the Offeror's proposal which would not satisfy the City's minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable —may be corrected by clarifications or discussions and brought into the competitive range.

Weakness: Includes ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.

Strengths: Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to the City.

(2) EVALUATION OF PROPOSALS: The City of Mission **representatives** will review and evaluate Proposals for the Ambulance Services using the **Adjectival Scoring Method**. The evaluation of Proposals shall be based on criteria described below. All Proposals will be evaluated as a whole, and the City of Mission may invite one or more of the Respondents to attend a formal interview, if necessary. The interview will allow the invited Respondents to further discuss their proposals with the City, and to respond to questions from the City. The Evaluation Committee will present the evaluation results for recommendation for contract award to City Council.

Discrimination Prohibited

The ambulance service, in compliance with set local, state and federal laws, agrees not to discriminate on the grounds of race, color, religion, national origin, age or sex in any aspect of the provision of ambulance service or in employment practices.

VI. COMPARATIVE EVALUATION CRITERIA

The following criteria will be applied to those proposals which have met the minimum evaluation criteria.

1. Municipal Experience

Provider is to provide municipal experience of three years in comparable municipalities to Mission in size and population where the Provider performed MICU service.

2. Provision of Services to the CITY OF MISSION and Community Outreach programs

a. How does the Provider intend to meet all provisions listed as 1-6 under the section in the Request for Proposals identified as Services Made Available to the CITY OF MISSION and Special Operation Programs?

b. Does the provider have the ability to provide a fleet of three (3) or more ambulances to service the City of Mission in the event of a disaster or major incident calls throughout the life of the contract?

3. Ambulance Fleet providing services to the City of Mission.

The Provider has the ability to automatically assign a back-up ambulance to the City of Mission when the third dedicated Mission unit is dispatched. This unit must be geographically located so as to have the ability to respond to EMS calls and to arrive within Mission city limits within ten (10) minutes after the third dedicated Mission unit is dispatched.

4. Does the company have the ability to provide support during large scale incidents with own equipment.

- a. Within 15 minutes to provide an ADDITIONAL 3 units.
- b. Within 30 minutes to provide an ADDITIONAL 3 units.

5. Additional requirements – the company will have the ability to provide:

a. Does the Provider have CAD integration software as first stage to a silent dispatch system?

Yes/No

b. Does Provider have a mobile data terminal to allow enhanced communication and reduced radio traffic?

Yes/ No

c. Does Provider additional AVL/GPS screen to locate the closest units to accident?

Yes/ No

d. Does Provider offer Driver Monitoring System and report unsafe driving call-in number?

Yes/ No

6. Please describe if your organization had employees involved in the recent DSHS/EMS credentialing and certification investigation, and if so;

- a. How many employees were implicated?
- b. What was the date your organization was first notified?
- c. What corrective actions did your organization take?
- d. When did you take such actions (please provide date/timeline).
- e. What corrective actions did your organization take to prevent or reduce the risk of this happening in the future?

7. Organizational capacity of mission/experience

Answer or list by attachment the following information concerning the qualifications and experience of your organization:

- a. Attach a copy of current License to Operate an Ambulance Service issued pursuant to regulations
- b. Has your license has been revoked, suspended or a renewal has been refused by the Texas Department of State Health Services during the three years prior to this Request for proposals.

c. Indicate how your organization proposes to handle transferred 911 calls from our PSAP to your organizations communications center, while providing all parties involved a transparent view.

d. Indicate how the City of Mission Fire Department First Responder Program (Basic Life Support) will be utilized within your Emergency Response criteria.

e. Indicate whether any municipal ambulance service contract with your firm was terminated within the past three (3) years.

f. Provide a list of all communities within Texas for which your firm currently provides ambulance service and for which your firm had a contract in the past three (3) years as well and the date the current contract began and the date it expires. Include the name of a contact person for each community and the reason, if any, that you no longer provide ambulance service to a community if such is the case.

g. Indicate whether your firm filed for bankruptcy during the past three- (3) years.

h. List or attach one (1) references for each of the following categories:

1. Municipal Official:

2. Hospital Official:

3. Bank or Vendor:

8. Competitive Pricing and Fees

The Proposer is to provide a breakdown of costs and fees, in their own format, associated with the service. City of Mission will determine fair and reasonable costs and fees, which are subject to negotiation.

CITY OF MISSION, TEXAS PROPOSAL FORM

AMBULANCE SERVICE

The undersigned hereby propose to furnish all equipment, labor and supervision required to furnish Mobile Intensive Care Ambulance Service for the CITY OF MISSION in accordance with the RFP Solicitation Terms contained within the Request for Proposals. We agree to provide such services to the CITY OF MISSION and also further agree that, if within sixty (60) business days after the opening of the proposals hereunder, this proposal or any part thereof shall be accepted by the CITY OF MISSION, as evidenced by written notice delivered to the undersigned at the address given below, to execute properly a Contract which includes, in part, those conditions as set forth in said RFP Solicitation Terms and to include any provisions which may be mutually agreed upon in addition to the above, which are included within the Proposal from The Provider, and not inconsistent with the RFP Solicitation Terms herein.

In accordance with Texas government code, the undersigned certifies that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

In accordance with T.G.C., the undersigned certifies that the proposer has filed all state tax returns and paid all state taxes required under law.

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Signature of Company Officer: _____

Name & Title of Signatory: _____

Social Security or Federal ID Number: _____

Date: _____

Proposer acknowledges receipt of Addendums No.(s) _____

GENERAL BUSINESS QUESTIONNAIRE
(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information with the bid/proposal, as indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): _____

2. List name(s) and business address of owners, officers and directors for corporations, partners for partnerships, and ventures for joint ventures sole proprietors (attach additional pages as necessary).

3. Number of years in business under present business name: _____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)
\$100K or less \$100K-\$500K \$500K-\$1M \$1M-\$5M \$5M-\$10M
\$10M-\$16M \$16M or Over

6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? Yes No

7. Number of current employees: _____

8. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

9. Is any litigation pending against the Business? Yes No

10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. Yes No

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? Yes No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? Yes No
15. Is the Business in arrears on any contract or debt? Yes No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. Yes No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. Yes No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____
 Signature: _____ Date: _____
 (Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

AUTHORIZATION FOR RELEASE OF FINANCIAL INFORMATION

This authorization will be used to obtain information to assist City of Mission in determining a potential contractor's financial responsibility. Your signature authorizes the release of financial information to the City of Mission Purchasing Department for this purpose. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

This authorization form shall be submitted in accordance with the applicable provision(s) in General Terms and Conditions, or as otherwise requested. City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof.

Name of Bank/Financial Institution

Account Number

Address

Account Type: e.g., Savings, Checking, Other (Identify)

City, State, Zip Code

Name of Bank Officer Familiar with the Account

Telephone

Fax

Email Address

Name of Business

Address

City

State

Zip Code

I, individually and on behalf of the Business named above, do by my signature below, certify that the information provided is true and correct, and authorize the release of financial information for verification of financial responsibility. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors list; or/and 4) legal action(s) applicable under federal, state or local law.

Name: _____ Title: _____

Signature: _____ Date: _____
(Owner, CEO, President, Majority Stockholder, or Designated Representative)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date