



**CITY OF KYLE, TEXAS**

**SPECIFICATIONS**

**FOR**

**Mobile Intensive Care Unit Emergency Medical Services**

**"K 16-17-1"**

## Contents

|      |   |           |
|------|---|-----------|
| 1.1  | INVITATION.....   | 4         |
| 1.2  | SYSTEM DESIGN.....  | 4         |
| 1.3  | DESCRIPTION OF CITY OF KYLE.....                          | 5         |
| 1.4  | HISTORY OF KYLE EMS.....                                  | 5         |
| 1.5  | MEDICAL CONTROL.....                                      | 6         |
| 1.6  | EMS DISPATCH.....   | 8         |
| 1.7  | CALL VOLUME HISTORY.....                                  | 10        |
| 1.8  | CHARGE STRUCTURE.....                                     | 11        |
| 1.9  | SYSTEM REVENUE.....                                       | 11        |
| 1.10 | COST PROJECTION.....                                      | 12        |
|      | <b>SECTION 2: SUBMISSION, EVALUATION, AND AWARD.....</b>  | <b>14</b> |
| 2.1  | NOTICE TO BIDDERS.....                                    | 14        |
| 2.2  | SUBMISSION AND RECEIPT OF PROPOSALS.....                  | 15        |
| 2.3  | REJECTION OF PROPOSALS.....                               | 15        |
| 2.4  | EVALUATION OF PROPOSALS.....                              | 15        |
| 2.5  | WAIVER OF REQUIREMENTS.....                               | 16        |
| 2.6  | PROTESTS.....   | 16        |
|      | <b>SECTION 3: CREDENTIALS.....</b>                        | <b>17</b> |
| 3.1  | CREDENTIALS OVERVIEW.....                                 | 17        |
| 3.2  | PROPOSAL REQUIREMENTS AND FORMAT.....                     | 17        |
| 3.3  | CONTENT OF CREDENTIALS.....                               | 17        |
|      | <b>SECTION 4: PROPOSAL.....</b>                           | <b>20</b> |
| 4.1  | INTRODUCTION SECTION.....                                 | 20        |
| 4.2  | PROPOSAL OPTIONS.....                                     | 20        |
| 4.3  | SYSTEM DESIGN/INTEGRATION AND RURAL PARITY SECTION.....   | 20        |
| 4.4  | OPERATIONS SECTION.....                                   | 22        |
| 4.5  | PERSONNEL SECTION.....                                    | 28        |
| 4.6  | QUALITY/PERFORMANCE SECTION.....                          | 31        |
| 4.7  | DATA AND REPORTING SECTION.....                           | 32        |
| 4.8  | FINANCIAL AND ADMINISTRATIVE SECTION.....                 | 33        |
| 4.9  | COMMUNITY EDUCATION/PREVENTION.....                       | 36        |
|      | <b>SECTION 5: OTHER CONTRACT LANGUAGE.....</b>            | <b>37</b> |
| 5.1  | CONTRACT TERMINATION.....                                 | 37        |
| 5.2  | “LAME DUCK” PROVISIONS.....                               | 40        |
| 5.3  | INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS..... | 40        |
| 5.4  | EQUAL EMPLOYMENT OPPORTUNITY.....                         | 41        |
| 5.5  | INDEPENDENT CONTRACTOR STATUS.....                        | 41        |
| 5.6  | NON-ASSIGNMENT.....                                       | 41        |
| 5.7  | RETENTION AND AUDIT OF RECORDS.....                       | 41        |

**RFP TIMELINE SUMMARY**

**RFP** **pUBLISHED WED, OCTOBER 19, 2016**

**\*\*\*\*\*NOV 8 VOTER REFERENDUM DETERMINES IF PROCESS CONTINUES\*\*\*\*\***

**BIDS DUE AND** **open FRI, NOVEMBER 18, 2016, 3 P.M.**

**RECOMMENDATION OF** **award FRIDAY, DECEMBER 2, 2016,**

**INITIAL COUNCIL SELECTION** **TUESDAY, DECEMBER 6, 2016**

**GO LIVE** **DEPENDENT UPON SUCCESSFUL**  
**NEGOTIATIONS – ADDITIONAL CONSIDERATION WILL BE GIVEN TO**  
**PROPOSALS OFFERING EARLIER GO-LIVE DATES**

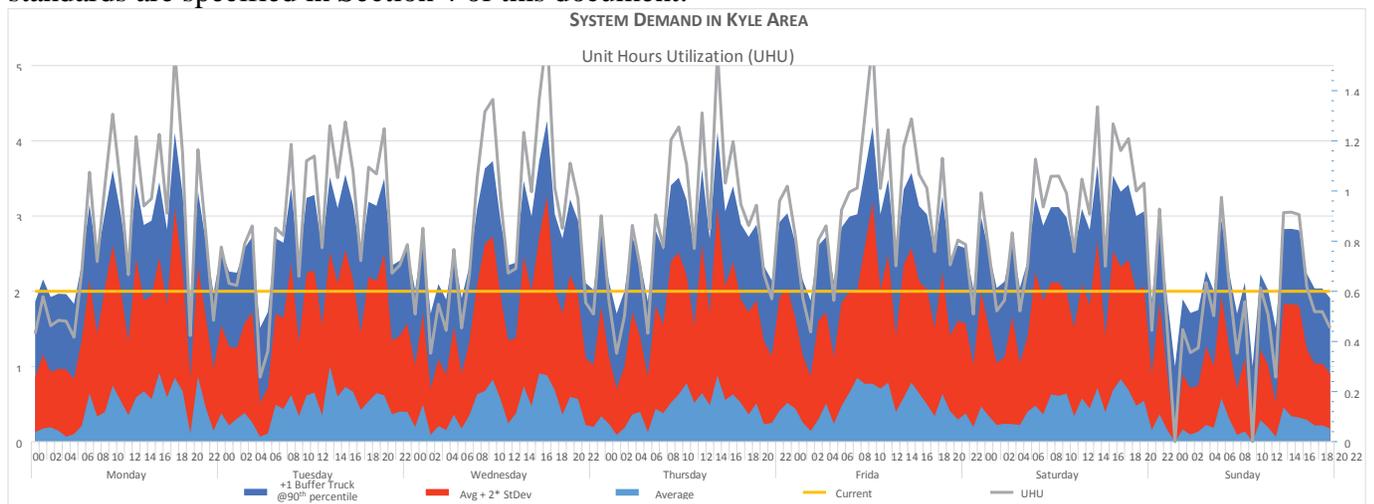
# SECTION 1: INTRODUCTION AND BACKGROUND

## 1.1 INVITATION

The City of Kyle (City) Texas invites experienced and qualified Bidders to submit proposals to provide emergency Mobile Intensive Care Unit (MICU) ambulance services as specified in TAC TITLE 25, PART 1, CHAPTER 157, SUBCHAPTER B, RULE 157.11 and this document for all of the City of Kyle, and as an alternative to this proposal, to the Kyle Extraterritorial Jurisdiction (ETJ)(See Attachment A). The successful bidder will be granted an exclusive contract term for five (5) years with the opportunity to earn up to a single five (5) year extension. The contract start date will be dependent upon successful negotiations. However, bidders are requested to provide an estimate of their earliest go-live potential. Additional consideration will be given to proposers offering an earlier start date.

## 1.2 SYSTEM DESIGN SUMMARY

This is a request for proposals (RFP) for exclusive emergency ambulance service 24 hours per day, 365 days a year, for Exclusive Operating Area (EOA) 1 which includes the entire City of Kyle. The precise boundaries of this EOA are shown on Attachment A. The system design requires a minimum of (2) MICU vehicles, with a third and possibly 4th MICU required for peak times, or at Status (0), which occurs frequently in the busy IH35 corridor. Transport shall be to the nearest appropriate facility to minimize Status (0). Delivery of treatment is required to stop the response time clock as measured by the presence of a staffed MICU vehicle on scene in accordance with the requirements of this proposal. If first responders provide initial treatment, response times do not cease until a MICU unit arrives on scene to take over treatment. Contractor will be required to respond to every request for emergency ambulance service. Additionally, Contractor will also be required to provide stand-by special event coverage (at an additional fee to the special event), limited long-distance transfer service, and reasonable mutual aid services. The historical data provided in this request for proposals is for reference only. The City makes no guarantees that historical data will reflect actual experience. Additional minimum standards are specified in Section 4 of this document.



### **1.3 DESCRIPTION OF CITY OF KYLE**

City of Kyle, in terms of geography with 30.5 square miles within city limits and 39.1 additional square miles in the City's ETJ, is the second largest city in Hays County, Texas. The population based upon calculations of the city is approximately 38,000, with the 2010 census showing approximately 28,500 persons, most of which are located along the I-35 corridor in one of the city's successful neighborhoods. The city is mostly flat with minimal hilly terrain divided almost equally by limestone soils to the west of I-35, and Blackland Prairie to the east. The northern City boundary is with Buda and Austin located in an approximate west-east line at CR 2770 and FM 1626 to Kelly Smith Road and is mostly uninhabited land due to the location of the quarry. The southern border is with the City of San Marcos and is approximately located in a west-east line at Yarrington Road and is also mostly uninhabited with the highest density of population located near the City core and Kyle Parkway.

With a commitment to affordable housing and prime location on the I-35 corridor, Kyle is known mostly for its quality of life and easy access to Austin, San Marcos and San Antonio. Kyle industry is mostly medical, light commercial, agricultural and retail. The largest employers within the City are Seton Hospital and government including Hays Consolidated ISD. The enrollment of Hays CISD is now over 19,000 students and expected to continue to increase within the next 5 years.

The topography does not limit the road system, however there are only two major intercity thoroughfares which are I-35, running mostly north and south connecting Kyle with Austin to the north and San Marcos to the south, and FM/RR 150 which is the main connecting thoroughfare running east and west from the SH 21 to Dripping Springs. The presence of I-35 results in numerous multivehicle accidents that often requires multiple patients to be transported. Kyle Parkway was completed in 2006 and serves as a secondary north thoroughfare into Austin and is one of only two railroad overpasses in this area of Hays County. It offers direct access to Seton Hospital. CR 2770 runs from northwest Kyle into the city of Buda. There are several main roadways that are either under construction, or soon to be under construction which can complicate emergency response if the crews are not familiar with Kyle. This of course is an oversimplification of the city of Kyle's road system, but on its face it would seem the bulk of accidents and transports occur using these major roads.

Kyle has a history of natural disasters including tornadoes and flash floods, the latter occurs more frequently and can engulf roadways and make routing to and from calls a major concern.

### **1.4 HISTORY OF KYLE EMS**

The City's current MICU/EMS service provider is the San Marcos/Hays County EMS (SMHCEMS). SMHCEMS was formed and incorporated by the City of San Marcos and Hays County 1983 as a 501(c)3 not for profit corporation. Since incorporation, SMHCEMS has provided both emergency and non-emergency EMS to the Cities of San Marcos, Kyle, Niederwald, and Mountain City and covers a large part of the unincorporated areas of Hays County. SMHCEMS currently provides service with seven Mobile Intensive Care Units stationed

throughout the service area with two units stationed in Kyle (as shown above), a third during peak times, all of which are backfilled with additional units from San Marcos area upon Status 0.

SMHCEMS staffs with (at minimum) an EMT-B and a Paramedic on each MICU to provide a high level of pre-hospital care. SMHCEMS has state of the art equipment, new ambulances, and progressive/aggressive standards of care. The Medical Director of SMHCEMS has over 15 years of EMS experience and is currently a Paramedic as well as a Physician. SMHCEMS has active Quality Assurance and Continuing Education Programs for its employees. While the system was originally paid for by the City of San Marcos and Hays County jointly, recent changes in the last decade have seen the City of Kyle's contribution continue to increase at exponential rates. In response to cost control, the City and other local Cities have endorsed the formation of an EMS Emergency Services District, to raise tax dollars specifically to provide EMS service.

Kyle Fire Department (unaffiliated with the City) is a registered First Responder Organization (FRO) and will support Contractor's personnel on scene.

**NOTE:** The City is looking for qualified bidders to contract with at a competitive price should a voter referendum in November 2016 to establish an EMS Emergency Service District for this area *fail*. The City may abandon this RFP process if the referendum is successful or if the proposals are such that a savings cannot be realized without lowering service levels.

## **1.5 MEDICAL CONTROL**

Medical Director – The City does not currently contract with a physician to serve as Medical Director. The bidder will need to provide their own Medical Director with substantial experience in the practice of emergency medicine, to provide medical control and to assure medical accountability throughout the planning, implementation, and evaluation of the local EMS system. Treatment protocols and standard of care may not be decreased by the Medical Director after contract award.

Treatment Protocols – The Bidder will need to provide to the City for review as a part of their bidding packet Mobile Intensive Care Unit (MICU), Advanced Life Support (ALS), Basic Life Support (BLS), Pediatric policies and protocols, and trauma scoring used by first responders, EMT-Bs, paramedics, mobile intensive care nurses (MICNs), and Base Hospital physicians to provide care to patients in the field. In addition, the Bidder will need to exceed the current Texas Department of State Health Services standards for Mobile Intensive Care Unit, by, at a minimum, meeting the below additional standards:

- 1) Medical Care
  - a) Administer intranasal medications
  - b) Treat seizures with benzodiazepines
  - c) Administer narcotic pain medications
  - d) Treat confirmed ischemic strokes post tPA administration to maintain target blood pressure
  - e) Treat acute psychosis with dissociative anesthetic drugs
  - f) Utilize electric/battery powered intraosseous device for administration of IO

- 2) Trauma Care
  - a) Administer medications to assist in the body's clotting cascade to maintain blood pressure
  - b) Utilize equipment to stabilize pelvic fractures in the field
  - c) Utilize moldable splint equipment to stabilize angulated fractures
  - d) Utilize trauma tourniquets for compressible hemorrhages not compressing with direct pressure
  - e) Utilize hemostatic gauze for bandaging in non-compressible hemorrhages
  - f) Ability to perform needle decompression (mid-clavicular & mid-axillary)
  - g) Ability to perform surgical cricothyrotomy
  
- 3) Respiratory Care
  - a) Utilize CPAP for severe respiratory distress
  - b) Utilize Inline nebulized albuterol with CPAP for severe asthma
  - c) Administer steroids for severe respiratory distress patients
  - d) Utilize continuous ETCO2 monitoring for respiratory distress
  - e) Utilize supraglottic airways for adults and pediatrics
  - f) Administer general anesthesia in the field and intubate patients at high risk respiratory arrest/failure (desired, but not mandatory)
  - g) Utilize video assisted laryngoscopy (desired, but not mandatory)
  
- 4) Cardiac Care
  - a) Administer anticoagulants and platelet inhibitors for presumed Acute Myocardial Infarction patients meeting standard criteria
  - b) Administer calcium antagonists for patients suffering from Atrial Fibrillation with Rapid Ventricular Response
  - c) Utilize alternate routes of nitroglycerin administration for patients where oral administration is unavailable or for faster absorption

**First Responder Obligations:**

- 1) Joint Medical direction with First Responder Organizations - Cover costs associated with Medical Direction for FRO's
- 2) Monthly First Responder Trainings - Cover all training cost for FRO's
- 3) Community Training and Special Events
- 4) Joint Conflict Resolution with area responders
- 5) Interoperability with FRO's, City, County and Regional
- 6) Regular participation in the Hays County Fire Chiefs Association

These policies and protocols must be approved by the City Council. The policies and procedures shall undergo regular review and revision.

On-line – Bidder must be able to provide communication infrastructure such that authorized mobile intensive care nurses (MICNs) and base hospital physicians (BHP) can communicate directly with paramedics during the care and transport of emergency patients.

Retrospective Review – Bidders must provide assurances for retrospective review by the base hospital, service providers, and EMS Agency to ensure quality patient care by reviewing care received by patients.

## **1.6 EMS DISPATCH**

Public Service Answering Points and Dispatch Centers – Hays County currently dispatches EMS through their Public Service Answering Point (PSAP). The City of Kyle also has one primary PSAP at the Kyle Police Department Dispatch Center (KPDDC). The KPDDC currently handles 9-1-1 calls and non-emergency calls for the Kyle Police Department but will be expected to take over EMS dispatching from Hays County should the successful bidder selected not be able to provide 9-1-1 PSAP and medical dispatch, is not a part of the Hays County partnership or otherwise able to contract with Hays County or another suitable organization to provide dispatch service.

Cellular telephone calls to 9-1-1 are routed to the nearest PSAP according to where calls originate. This may mean that some cellular calls for 9-1-1 which the EMS service provider must respond to may originate with Hays County PSAP rather than City of Kyle PSAP. Emergency calls can most often times be transferred between the two with minimal delay.

## 1.7 CALL VOLUME HISTORY

### ZONE 1 (IN CITY)

## FY Call Volume Trends City of Kyle

Note: This only includes 911 calls located within the City of Kyle, no transfers were counted.

| Count of Calls Dispatched |             | Average Dispatched<br>Calls per Month | Count of Calls Transported |             | Average<br>Transported Calls<br>per Month |
|---------------------------|-------------|---------------------------------------|----------------------------|-------------|---|
| <b>FY 12-13</b>           | <b>827</b>  | 118.14                                | <b>FY 12-13</b>            | <b>506</b>  | 72.29                                     |
| March                     | 101         |                                       | March                      | 62          |   |
| April                     | 122         |                                       | April                      | 77          |   |
| May                       | 125         |                                       | May                        | 86          |   |
| June                      | 114         |                                       | June                       | 64          |   |
| July                      | 120         |                                       | July                       | 69          |   |
| August                    | 117         |                                       | August                     | 70          |   |
| September                 | 128         |                                       | September                  | 78          |   |
| <b>FY 13-14</b>           | <b>1631</b> | 135.92                                | <b>FY 13-14</b>            | <b>1017</b> | 84.75                                     |
| October                   | 110         |                                       | October                    | 75          |   |
| November                  | 131         |                                       | November                   | 82          |   |
| December                  | 124         |                                       | December                   | 79          |   |
| January                   | 128         |                                       | January                    | 75          |   |
| February                  | 117         |                                       | February                   | 75          |   |
| March                     | 120         |                                       | March                      | 77          |   |
| April                     | 136         |                                       | April                      | 83          |   |
| May                       | 128         |                                       | May                        | 73          |   |
| June                      | 132         |                                       | June                       | 82          |   |
| July                      | 164         |                                       | July                       | 95          |   |
| August                    | 160         |                                       | August                     | 108         |   |
| September                 | 181         |                                       | September                  | 113         |   |
| <b>FY 14-15</b>           | <b>2214</b> | 184.50                                | <b>FY 14-15</b>            | <b>1463</b> | 121.92                                    |
| October                   | 160         |                                       | October                    | 108         |   |
| November                  | 185         |                                       | November                   | 113         |   |
| December                  | 209         |                                       | December                   | 160         |   |
| January                   | 201         |                                       | January                    | 121         |   |
| February                  | 164         |                                       | February                   | 113         |   |
| March                     | 189         |                                       | March                      | 125         |   |
| April                     | 213         |                                       | April                      | 146         |   |
| May                       | 196         |                                       | May                        | 123         |   |
| June                      | 168         |                                       | June                       | 115         |   |
| July                      | 161         |                                       | July                       | 113         |   |
| August                    | 192         |                                       | August                     | 115         |   |
| September                 | 176         |                                       | September                  | 111         |   |
| <b>FY 15-16</b>           | <b>1806</b> | 200.67                                | <b>FY 15-16</b>            | <b>1094</b> | 121.56                                    |
| October                   | 183         |                                       | October                    | 110         |   |
| November                  | 213         |                                       | November                   | 127         |   |
| December                  | 196         |                                       | December                   | 117         |   |
| January                   | 175         |                                       | January                    | 119         |   |
| February                  | 203         |                                       | February                   | 124         |   |
| March                     | 204         |                                       | March                      | 122         |   |
| April                     | 228         |                                       | April                      | 134         |   |
| May                       | 202         |                                       | May                        | 113         |   |
| June                      | 202         |                                       | June                       | 128         |   |
| <b>Grand Total</b>        | <b>6478</b> |                                       | <b>Grand Total</b>         | <b>4080</b> |   |

ZONE 2 (OUTSIDE SURROUNDING CITY ETJ)

| <b>Call Count -<br/>County Surrounding Kyle</b> |             | <b>Transport Count -<br/>County Surrounding Kyle</b> |             |
|---|-------------|--|-------------|
| <b>2013</b>                                     | <b>541</b>  | <b>2013</b>  | <b>305</b>  |
| March   | 54          | March  | 29          |
| April   | 43          | April  | 26          |
| May   | 59          | May  | 22          |
| June  | 66          | June   | 44          |
| July  | 58          | July   | 32          |
| August  | 47          | August   | 29          |
| September                                       | 52          | September  | 29          |
| October   | 52          | October  | 29          |
| November  | 53          | November   | 29          |
| December  | 57          | December   | 36          |
| <b>2014</b>                                     | <b>672</b>  | <b>2014</b>  | <b>380</b>  |
| January   | 56          | January  | 32          |
| February  | 33          | February   | 20          |
| March   | 55          | March  | 29          |
| April   | 41          | April  | 24          |
| May   | 63          | May  | 32          |
| June  | 55          | June   | 30          |
| July  | 59          | July   | 30          |
| August  | 68          | August   | 41          |
| September                                       | 67          | September  | 43          |
| October   | 54          | October  | 29          |
| November  | 50          | November   | 32          |
| December  | 71          | December   | 38          |
| <b>2015</b>                                     | <b>775</b>  | <b>2015</b>  | <b>508</b>  |
| January   | 62          | January  | 36          |
| February  | 56          | February   | 37          |
| March   | 64          | March  | 44          |
| April   | 57          | April  | 43          |
| May   | 71          | May  | 39          |
| June  | 64          | June   | 43          |
| July  | 37          | July   | 27          |
| August  | 62          | August   | 45          |
| September                                       | 68          | September  | 47          |
| October   | 94          | October  | 57          |
| November  | 82          | November   | 54          |
| December  | 58          | December   | 36          |
| <b>2016</b>                                     | <b>458</b>  | <b>2016</b>  | <b>261</b>  |
| January   | 62          | January  | 38          |
| February  | 75          | February   | 41          |
| March   | 51          | March  | 25          |
| April   | 68          | April  | 42          |
| May   | 55          | May  | 25          |
| June  | 65          | June   | 40          |
| July  | 82          | July   | 50          |
| <b>Grand Total</b>                              | <b>2446</b> | <b>Grand Total</b>                                   | <b>1454</b> |

### 1.8 CHARGE STRUCTURE

The charge structure from the City's current contractor is provided below. It is expected that the bidder will develop charge structures that are similar and equitable, and do not gouge the end user.

#### San Marcos Hays County EMS

**Current As Of: 8/29/2016**

| Procedure Code | Description                    | Charge     |
|----------------|--------------------------------|------------|
| A0425          | Ground Mileage                 | \$15.50    |
| A0426          | Advanced Life Support I        | \$875.00   |
| A0427          | Advanced Life Support Emergent | \$940.00   |
| A0428          | Basic Life Support             | \$780.00   |
| A0429          | Basic Life Support Emergent    | \$910.00   |
| A0433          | Advanced Life Support II       | \$1,070.00 |
| A0434          | Specialty Care Transport       | \$1,200.00 |

### 1.9 SYSTEM REVENUE

SMHC EMS revenue origination is as follows:

#### San Marcos Hays County EMS

**Payments Collected by Month**

February -July 2016

|        | City of Kyle | Hays Co. Kyle | Total      |
|--------|--------------|---------------|------------|
| Feb-16 | 63,456.65    | 442.70        | 63,899.35  |
| Mar-16 | 65,610.83    | 5,488.06      | 71,098.89  |
| Apr-16 | 56,874.88    | 6,342.11      | 63,216.99  |
| May-16 | 52,246.53    | 10,601.39     | 62,847.92  |
| Jun-16 | 39,557.38    | 5,137.38      | 44,694.76  |
| Jul-16 | 40,684.83    | 8,319.13      | 49,003.96  |
|        | 318,431.10   | 36,330.77     | 354,761.87 |

## 1.10 COST PROJECTION

The following data is from the City's current contractor for the FY 16-17 budget year. The City's current expected contribution is \$760,854.19 of which \$142,024.04 is for capital, and is projected to increase to \$1.01 million the next year. These budget requirements are expected to be met by the formation of a new EMS ESD. However, should that initiative fail, and the City remain responsible for EMS service, the City desires to see bids that significantly reduce the City's expected contribution, while meeting or exceeding the current level of care, and quality of fleet provided by City's current contractor.

### San Marcos Hays County EMS

|   | Kyle                |
|---|---------------------|
| Ordinary Income/Expense                     |                     |
| <b>TOTAL FUNDS REQUIREMENTS FOR CAPITAL</b> | <b>142,024.04</b>   |
| <b>Income</b>                               |                     |
| 105.1.0 Contract Funding                    |                     |
| 410.1.2 Contract-Kyle                       | 760,854.19          |
| Total 105.1.0 Contract Funding              | 760,854.19          |
| 100.1.0 Patient Revenue                     |                     |
| 110.1.2 Gross Charges                       | 1,456,777.31        |
| 110.1.19 Contractual Adjustment             | (932,337.48)        |
| Total 100.1.0 Patient Revenue               | 524,439.83          |
| 1300.0.0 Transfer - Fund Balance            | 29,344.50           |
| 1200.0.0 Transfer to Capital                | (142,024.04)        |
| <b>Total Income</b>                         | <b>1,172,614.48</b> |
| <b>Gross Profit</b>                         | <b>1,172,614.48</b> |
| <b>Expense</b>                              |                     |
| 120.1.0 Equipment                           |                     |
| 120.1.1 Station Equipment                   | 950.00              |
| 120.1.2 Equipment Other                     | 3,800.00            |
| 120.1.3 Repairs-Medical Equip.              | 570.00              |
| Total 120.1.0 Equipment                     | 5,320.00            |
| 120.2.0 Communications                      |                     |
| 120.2.1 Radio & Pager Service               | 2,508.00            |
| 120.2.2 Telephone/Cable                     | 5,314.35            |
| 120.2.3 Comp/Peripherals/Parts              | 2,850.00            |
| 120.2.4 Support Agreements                  | 10,313.02           |
| Total 120.2.0 Communications                | 20,985.37           |
| 120.3.0 General/Administrative              |                     |
| 120.3.18 Collection Agency Fee              | 18,181.46           |
| 120.3.17 Copier/printer lease               | 633.08              |
| 120.3.1 Billing Service Comm.               | 32,777.49           |
| 120.3.2 Check & Bank Charges                | 5.70                |
| 120.3.3 Depreciation Expense                | 89,375.77           |
| 120.3.4 Dues and Subscriptions              | 285.00              |
| 120.3.7 Forms/Printed Materials             | 570.00              |
| 120.3.8 Licenses and Permits                | 684.00              |
| 120.3.9 Meals                               | 608.00              |
| 120.3.10 Office & Janitorial                | 1,173.28            |
| 120.3.11 Office Other                       | 760.00              |
| 120.3.13 Postage and Delivery               | 111.72              |
| Total 120.3.0 General/Administrative        | 145,165.51          |
| 120.4.0 Operations                          |                     |
| 120.4.2 Medical Supplies                    | 33,212.23           |
| 120.4.3 Uniforms/Protective                 | 4,377.09            |
| 120.4.4 Promotion                           | 342.00              |
| 120.4.5 Travel                              | 760.00              |
| Total 120.4.0 Operations                    | 38,691.32           |

120.5.0 Personnel

|                                 |            |
|---------------------------------|------------|
| 120.5.27 Payroll / HR Services  | 3,843.57   |
| 120.5.1 Salaries                | 86,884.56  |
| 120.5.2 Reg Hourly Rate         | 362,011.10 |
| 120.5.3 Overtime                | 199,867.26 |
| 120.5.27 Shift Differential     | 14,199.93  |
| 120.5.12 Holiday Pay            | 10,187.63  |
| 120.5.13 FTO Stipend            | 3,669.77   |
| 120.5.16 401(k) Company         | 27,968.69  |
| 120.5.17 Work Comp              | 18,014.81  |
| 120.5.18 PDO Current Expense    | 57,607.83  |
| 120.5.19 Medicare Company       | 10,914.36  |
| 120.5.20 Social Security-Co     | 35,834.34  |
| 120.5.21 Unemployment Tax       | 4,641.82   |
| 120.5.23 Med/Dent/Life Ins      | 92,785.40  |
| 120.5.26 Certification Incentiv | 4,581.32   |

Total 120.5.0 Personnel 933,012.38

120.6.0 Professional Fees

|                                 |          |
|---------------------------------|----------|
| 120.6.7 Contracted Service      | 228.00   |
| 120.6.6 Cust Svcs Survey Cntrct | 2,918.40 |
| 120.6.1 Accounting/Audit        | 2,280.00 |
| 120.6.2 Legal Fees              | 1,615.00 |
| 120.6.3 Medical Director        | 7,125.00 |
| 120.6.4 Workforce Testing       | 950.00   |

Total 120.6.0 Professional Fees 15,116.40

120.7.0 Stations

|                                 |           |
|---------------------------------|-----------|
| 120.7.1 Station Leases          | 7,134.92  |
| 220.7.6 Electric                | 211.01    |
| 420.7.7 Kyle-Combined Utilities | 16,800.00 |

Total 120.7.0 Stations 24,145.93

120.9.0 Vehicles

|                           |           |
|---------------------------|-----------|
| 120.9.7 Service Contracts | 285.00    |
| 120.9.1 Fuel & Oil        | 32,148.35 |
| 120.9.2 Vehicle Repairs   | 15,200.00 |
| 120.9.3 Veh & Liab Ins    | 31,920.00 |

Total 120.9.0 Vehicles 79,553.35

|                      |  |                     |
|----------------------|--|---------------------|
| Payroll Expenses     |  | 0.00                |
| Total Expense        | Total Expenses                         | <u>1,261,990.25</u> |
| Net Ordinary Income  | Operating Income                       | <u>(89,375.78)</u>  |
| Other Income/Expense |  |                     |
| Other Expense        |  |                     |
| Interest Expen:      | Interest Expense                       | 0.00                |
| Total Other Expense  |  | <u>0.00</u>         |
| Net Other Income     | Non Operating Income                   | 0.00                |
| Net Income           | NET INCOME                             | (89,375.78)         |
|                      | Back out Non-Cash Items (Depreciation) | 89,375.77           |
|                      | NET INCOME                             | <u>(0.00)</u>       |

## **SECTION 2: SUBMISSION, EVALUATION, AND AWARD**

### **2.1 NOTICE TO BIDDERS**

This Request for Proposals (RFP) does not commit the City of Kyle to award a contract, to pay costs incurred in the preparation of a proposal responding to this request, or to procure a contract for service. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety the RFP process if City deems it is in its best interest to do so. This RFP shall not be construed to be a low bid process, although price will play a critical role. The contract, if awarded, will be negotiated with the bidder who can best meet the City's needs as identified in this RFP.

The City specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients or distance of transports that will be associated with this procurement. The City has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP.

It is in the bidder's best interest to submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it shall be assumed that the proposal is deficient. Further, it is in the bidder's best interest to make a proposal that meets the stated requirements contained in this RFP. While bidders may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described within the RFP may disqualify proposals. Bidders are invited to submit alternatives to the services described within this RFP, if such alternatives are in the best interests of the City.

This procurement encourages combinations of organizations in order to provide the required services. However, there shall be only one contractor, under whose auspices the proposal is submitted and who must assume all liability and responsibility for achieving the specified performance levels specified in this RFP. Any subcontracts for essential services, as described in the RFP, between the bidder and separate entities must be pre-approved in writing by the City and shall be described within the proposals.

The official contact policy for this RFP is: bidders may submit questions at any time in writing by email until 12:00 p.m. November 11, 2016. Please send via email to [jrearp@cityofkyle.com](mailto:jrearp@cityofkyle.com)

All written questions received from potential bidders, as well as the City responses, will be uploaded to the city's website at <http://www.cityofkyle.com/fire/ems>.

The Texas Open Records Act/Public Information Act, Texas Government Code Chapter 552, provides that access to information concerning the conduct of government business is a fundamental and necessary right of every person in the state. Public records are defined as any writing relating to the conduct of the public's business and are open to inspection during normal business hours with few exceptions.

There are specific exceptions to the Open Records Act. In the event the City receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the

organization whose proposal has been requested to notify City of any right to confidentiality that may exist. The City may assert that right based on its own legal analysis. City will not seek a judicial determination of any asserted right of confidentiality that may exist outside of an Attorney General Opinion. The City will not make that assertion on behalf of the bidder. Absent a judicial determination, or Attorney General opinion that the documents are exempt from disclosure, they will be subject to inspection.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the City of Kyle, and/or its agents, officers or employees, that the City has violated a bidder's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.

## **2.2 SUBMISSION AND RECEIPT OF PROPOSALS**

Proposals must be submitted in the format described in Sections 3 and 4 of this document. Proposals can be modified by replacement of original sealed RFP as long as the modification is received no later than the time and date specified below. A sealed proposal may also be withdrawn prior to the submission deadline in person by a bidder or an authorized representative, provided his/her identity is made known and he/she signs a receipt for that proposal. Withdrawals will not be considered eligible for resubmittal. Proposals and modifications to proposals received after the time and date specified in the RFP are subject to rejection. The City will mark the time and date that the proposal is received on the envelope or box.

A Proposal Bond must accompany each proposal. The amount of the bond is \$40,000. The City of Kyle will return the bond to any unsuccessful bidder within ten (10) business days after the tentative award of the contract. The successful bidder's bond will be retained by the City to ensure execution of the agreement. The bond will be returned to the successful bidder upon final City Council approval of a contract with that bidder, and receipt of countersigned executed contracts.

Upon receipt by the City, all proposals will receive a number and the date and time of receipt will be recorded. All proposals received prior to the deadline shall be kept in a secure place. Opening of proposals shall be public and witnessed by at least two (2) people. These openings will occur no more than thirty minutes after the deadline at the same location specified for delivery. Late proposals may be returned to the bidder unopened or destroyed.

All proposals shall remain firm for at least 180 days from the date specified for opening the proposals. All proposals will be published online at <http://www.cityofkyle.com/fire/ems>.

## **2.3 REJECTION OF PROPOSALS**

City reserves the right to reject any and all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or inaccuracy of any information supplied within a proposal. City shall notify the bidder of a rejected proposal.

## **2.4 EVALUATION OF PROPOSALS**

All accepted proposals received before the deadline will be reviewed and a recommendation will be made to the City Council. The City reserves the right to accept or reject the recommendation.

The City may conduct investigations of bidders' submissions and claims as it deems necessary. Furnishing of false or misleading information during the proposal process may constitute a breach of contract and /or reason for rejection.

Bidders may be expected to give presentations and answer questions on their proposals to a committee of city staff and/or City Council. Presentations will be limited to a maximum of one (1) hour, although the proposal itself should include all elements required. Presentations may be followed by a Question and Answer session.

All information requested from bidders for inclusion in the proposals is important. Each proposal will be reviewed to determine if the bidder can meet the City's requirements as set forth in this RFP. The bidder must demonstrate that each requirement is met. Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient.

The City will develop a rating system that may or may not contain a point system. Each reviewer shall rank each proposal according to the individual reviewer's judgment as to the relative merits of the competing proposals.

## **2.5 WAIVER OF REQUIREMENTS**

The City reserves the right to waive any RFP requirement(s) it deems in the best interest of the City so long as that requirement is waived for all proposals.

## **2.6 PROTESTS**

All protests shall be made in writing, signed and addressed to:

City of Kyle  
RE: PROTEST RFP K 16-17-1  
James R. Earp, CPM  
Assistant City Manager  
PO Box 40  
100 W Center St  
Kyle, TX 78640

Protestants shall state the reason(s) for the protest, citing the law, rule, regulation or procedure on which the protest is based. If a protest is based on what appears to be an erroneous assessment of the ability of a bidder to meet the RFP specifications and requirements, the protester must provide facts and evidence to support the claim. If the protest is sent via U.S. Mail, it must be sent certified or registered before the deadline. If the protest is delivered in person the protester should obtain a receipt of delivery. All protests shall be submitted no later than 12:00 pm. on January 6, 2017. Protests will be reviewed and written response will be provided to the protester.

## SECTION 3: CREDENTIALS

### 3.1 CREDENTIALS OVERVIEW

Credentials shall be submitted as a part of the proposal. Credentials will be used to determine:

- Analogous Experience – Documentation demonstrating the bidder has experience managing an emergency MICU service to a community with a population of at least 40,000 in 2 of the past 5 years, or equivalent.
- Regulatory Compliance and Litigation – Documentation of compliance with fracture response time performance and other regulatory/contractual expectations.
- Financial Stability – Evidence of sufficient capital for contract implementation and financial reserves to sustain operations.

### 3.2 PROPOSAL REQUIREMENTS AND FORMAT

One original, containing original signatures, with one USB stick containing the entire proposal electronically and the Proposal Bond of \$40,000 will be submitted in a sealed envelope or box no later than 3:00 p.m. November 18, 2016 to:

City of Kyle  
RE: RFP K 16-17-1  
James R. Earp, CPM  
Assistant City Manager  
PO Box 40  
100 W Center St  
Kyle, TX 78640

Proposals shall be typewritten using a font of Times New Roman 12 point, or equivalent and bound. Proposals shall include page numbers and have major sections tabbed. See Section 4 for more detail.

Each proposal shall include a table of contents. The table of contents shall outline the proposal content and shall be sequenced and numbered consistent with the requirements of this Section. Any information, which does not fit logically into one of these labeled sections, shall be appended to the proposal in an area separate from the proposal.

### 3.3 CONTENT OF CREDENTIALS

- 3.3.1 Provide the following information. If your organization is a national organization, then you may provide data only for the State of Texas division if you document it as such.
- 3.3.2 Describe your organization's history and experience in providing emergency and advanced life support ambulance service. Include:
- Your business name
  - Legal business status (i.e., partnership, corporation, etc.)

- Number of years in business
  - Other or prior business names
  - Whether bidder holds controlling interest or is controlled by other organization
  - Financial interest in related business
  - Business partners in the last five (5) years in the State of Texas
- 3.3.3 Provide a list or table of every community in the State of Texas your organization currently serves and every community in the State of Texas it previously served. Indicate:
- Type and level of service provided including the population served
  - The contract period
  - Whether the contract was competitively awarded
  - The name, address, contact person and telephone number
  - Remaining term of each contract
  - Circumstances under which any contracts were terminated, failure to complete and allegations of deficient service if applicable.
- 3.3.4 Document your organization's experience providing emergency MICU ambulance services meeting independently verifiable maximum (fractile) response times for both Priority 1 (emergency) and Priority 2 (non-emergency) requests. Present examples of compliance for at least a 2- year period to fractile response times for metropolitan/urban, suburban/rural and wilderness in analogous areas.
- 3.3.5 Document your organization's experience providing equitable response time among neighborhoods.
- 3.3.6 Describe your organization's experience in integrated EMS systems involving fire service and other public entities as subcontractors.
- 3.3.7 Document your organization's current net worth and the form of that net worth including its capacity to convert non-liquid assets into cash if needed. Provide an audited financial statement of current assets and liabilities for the past two years.
- 3.3.8 Document your organization's access to working capital, including the finance of equipment needed to service a system such as the one in Kyle, TX.
- 3.3.9 Provide evidence of the amount of current reserve borrowing power for your organization.
- 3.3.10 List commitments or potential commitments, which may impact assets, lines of credit, guarantor letters, or otherwise affect your abilities to perform this contract.
- 3.3.11 Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance service involving your organization within the past 5 years.

3.3.12 List all litigation in the past five years involving your organization or any principal officers in connection with any contract for similar services. Include title of the case, case number, court and monetary amount.

3.3.13 List business or professional licenses or certificates held by your organization required to provide the services required by this contract.

## SECTION 4: PROPOSAL

Following are the Proposal Requirements and Format described in 3.2 of the Proposal to include the following:

### 4.1 INTRODUCTION SECTION

The Introduction Section of the Proposal shall include:

- A letter of transmittal from the bidder to the City, summarizing the proposal, shall accompany the proposal.
- Proposal Identification Page – Attachment B
- Statement of Intent and Affirmation – Attachment C
- Investigative Authorization – Company - Attachment D
- Statement of the Bidder's Acceptance of the Minimum Requirements
- Highlight Exceptions taken in chart format, if any. Reference RFP section, stated requirement, and proposed variance to that requirement.

### 4.2 PROPOSAL OPTIONS

Each Bidder *shall* submit a proposal for Option A, EOA 1 (Zone 1):

- Urban/Suburban (Population density of greater than 51 persons per square mile):  
MICU Response in accordance with 4.4.1(a) below.  
Non-Emergency Transport Response in accordance with 4.4.1(b) below.

Bidders *may* also submit a proposal for Option B:

- In addition to the requirements above:
- EOA 2 (Zone 2) Rural/Wilderness (Population density of 0 to 50 persons per square mile):  
MICU Response in accordance with 4.4.1(a) below.

For each Option submitted include: a 3-year budget, cost for an additional (per) staffed truck as an add-on should a service level greater than that described in the RFP be desired, and proposed ambulance rates for customers.

### 4.3 SYSTEM DESIGN/INTEGRATION AND RURAL PARITY SECTION

The System Design and Integration Section of the proposal shall include:

Description of Bidders method/manner of meeting the minimum requirement or criteria as established in this entire proposal; and, Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

#### 4.3.1 Start-Up

Describe how your organization would manage the start-up of services from the contract approval to implementation. (Include fleet, other equipment, staff and key personnel.)

#### 4.3.2 Initial Deployment Plan

Present a proposed deployment plan that complies with all minimum requirements of this Request for Proposal. The Initial Deployment plan shall be utilized for at least the first three - months of operations.

- a. Deployment Parameters -- All Contractor ambulance responses under the terms of its agreement with the City shall be dispatched as directed by City of Kyle Police Department Dispatch Center (KPDDC) or in compliance with policies and protocols established by the City. Deployment plans shall:
  - i. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
  - ii. Describe 24 hour and system status management strategies.
  - iii. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
  - iv. Include a map identifying proposed ambulance station or post locations and identifying those geographic areas within the response time zones as indicated in this RFP.
  - v. Specify the anticipated average response times to each community including variations based upon variable deployment patterns.
  - vi. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
  - vii. Describe any planned use of on-call crews.
  - viii. Describe any mandatory overtime requirements.
  - ix. Describe how workload shall be monitored for personnel assigned to 24-hour units.
  - x. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
  - xi. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
  - xii. Include signed contracts or “letters of intent” signed by both parties detailing the relationship of organizations participating in the provision of services.
- b. On-going Deployment Plan Requirements -- Following the contract award, a current deployment plan shall be kept on file with the City Secretary and Kyle Police Department. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. Failure by Contractor to redeploy or add ambulance units within two months of notice by the City shall constitute a major breach of contract.
- c. The Contractor shall submit proposed changes in the deployment plan in writing to the City 30 days in advance. The 30-day notice may be waived if an emergency adjustment to the plan is needed to correct an acute performance problem.
- d. Minimum Requirement: Meet minimum coverage requirements of this proposal. Keep a current deployment plan on file with the City Secretary and redeploy or add ambulance hours if response time performance standard is not met.

#### 4.4 OPERATIONS SECTION

The Operations Section of the proposal shall include:

- Description of Bidder's method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.
- Minimum Requirement: Ensure all operational policies meet or exceed state, federal or City laws, statues, policies and any additional requirements as listed in this proposal.

##### 4.4.1 Response Time Standards/Penalties

- a. MICU Response Times -- Priority 1 MICU response times vary depending upon the response-time zone to which the Contractor must respond. There are up to two MICU response time zones depending on the option the bidder elects to respond to:
  - i. Option A (Required of all Bidders)
    1. Zone 1 ONLY - Urban/Suburban (Population density of greater than 51 persons per square mile):
      - a. 90 percent of all calls each month in 8:59 minutes or less.
      - b. 100 percent of all calls each month in 15:00 minutes or less.
    - ii. Option B -- Bidders may also submit a proposal for Option B:
      1. Zone 1 Urban/Suburban (Population density of greater than 51 persons per square mile):
        - a. 90 percent of all calls each month in 8:59 minutes or less.
        - b. 100 percent of all calls each month in 15:00 minutes or less.
      2. Zone 2 Rural/Wilderness(ETJ) (Population density of 0 to 50 persons per square mile):
        - a. 90 percent of all calls each month in 15:00 minutes or less.
        - b. 100 percent of all calls each month in 25:00 minutes or less.
  - b. Priority 2 Non-Emergency Transport Response Times--Contractor shall be required to meet Non-Emergency Transport (ambulance arrival) response time standards. These times vary depending upon the response-time zone to which the Contractor must respond. Transports that occur as a result of first responders on scene initiating ALS are not eligible under this section, and such transfers must meet the requirement of 4.4.1 (a) above. Contractor shall be required to give the requestor an estimated time of arrival (ETA) for the transport. There are two transport response time zones in Kyle:
    - i. Option A (Required of all Bidders)
      1. Zone 1 Urban/Suburban (Population density of greater than 51 persons per square mile):
        - a. 90 percent of all calls each month in 25:00 minutes or less
        - b. 100 percent of all calls each month in 35:00 or less.

- ii. Option B -- Bidders may also submit a proposal for Option B:
  - 1. Zone 1 Urban/Suburban (Population density of greater than 51 persons per square mile):
    - a. 90 percent of all calls each month in 25:00 minutes or less
    - b. 100 percent of all calls each month in 35:00 minutes or less
  - 2. Zone 2 Rural/Wilderness (Population density of 0 to 50 persons per square mile):
    - a. 90 percent of all calls each month in 45:00 minutes or less
    - b. 100 percent of all calls each month in 60:00 minutes or less

Minimum Requirements: Accept City response time performance standards for response to Priority 1 requests.

- c. Response Time Exceptions -- In some cases late responses will be excused from financial penalties and from response time compliance reports. Examples of current exceptions may include:

- i. Call was reduced from Priority 1 to Priority 2 by KPDDC
- ii. Multiple units to the same scene.

These excuses shall be for good cause only, as determined by the City. The burden of proof that there is good cause for the excuse shall rest with the Contractor and Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis. Contractor shall file a request for each response time excuse on a monthly basis with the City of Kyle within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

Excuses may be granted for instances of “move up and cover” or “mutual aid” consistent with EMS policy and procedure. The financial penalties may be waived based on special circumstances.

- iii. List your recommendations for response time exemptions
- iv. Minimum Requirements: Accept the Response Time Exception procedure.

- d. Response Time Calculations – Response times shall be calculated from the hour, minute and second the call is dispatched by KPDDC to the hour, minute and second the Contractor’s MICU or transport unit arrives on scene. A call is considered “dispatched” at the time of initial radio and/or pager toning as automatically captured via the Computer Aided Dispatch System. Turn out times, or “chute” times will also be carefully monitored and as a general rule shall be less than 1:00 minute. A chute time is calculated from the time of dispatch, to the time that a unit within the EOA responds as in route.

- i. Minimum Requirement: Agree to calculate response times as defined by the City.

- e. Applicable Calls -- Response time standards shall be applicable to all Priority 1 calls. Transport response times will be calculated and monitored separately. On Priority 1 calls that have multiple patients, response times will be calculated and monitored separately. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if response time standards are exceeded at the time of cancellation or downgrade.

- i. Minimum Requirement: Accept definition of applicable calls.

- f. Community Response Zones – City of Kyle has 2 community response zones (See Attachment A). Contractor shall have a monthly Priority 1 MICU response time and transport response time compliance of 90% of the lower limit or 100% of the upper limit within each zone.
- g. Penalty for Failure to Meet Response Time Standard -- Contractor shall pay City \$50.00 per minute for each MICU and transport response that does not meet the response time standard including mutual aid response if not during a declared disaster or as a part of an MCIP.
  - i. Responses greater than lower response time limit but less than the upper time limit, Contractor may be subject to a fine, and will document in writing the cause of the late response time.
  - ii. Responses greater than upper response time limit, Contractor will be subject to a fine and must document in writing the cause of the late response time, and document in writing a plan to eliminate recurrences.
  - iii. Minimum Requirement: Accept penalty for failure to meet response time standards, and acknowledge that payment of penalty does not relieve Contractor of responsibility for compliance with response time standards.
- h. Penalty for Failure to Meet Monthly Community Response Zone Time Standard – Priority 1 response compliance less than 90% of lower limit or 100% of upper limit in any zone per month will be considered a Minor Breach, and will be fined \$5,000 for each occurrence.
  - i. Minimum Requirement: Accept penalty for failed response and agrees to report these calls as required by City.
- i. Penalty for Failure to Provide Data to Determine Compliance -- Each time an ambulance is dispatched and the ambulance crew fails to report and document on-scene time, Contractor shall pay City \$250. In addition, if the inclusion of the failures to report would have likely caused a breach of paragraph (h) above, the City may determine to levy the fines associated with said paragraph in addition to the penalty of this section. When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the penalty, Contractor may demonstrate to the satisfaction of the City of Kyle an accurate on-scene time, however, the response may then be subject to response time penalty calculations.
  - i. Minimum Requirement: Accept penalties for failure to provide data necessary to determine response time compliance.
- j. Performance Report -- Within fifteen (15) working days following the end of each month, Contractor shall submit a written report to the City of Kyle, in a manner required by the City of Kyle, identifying each emergency call dispatched which did not meet response time standard, each use of a BLS ambulance for non-emergency transports, and each failure to properly report times necessary to determine response time, on-scene time, and transport time. Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems.

- i. Minimum Requirement: Provide monthly performance reports in the required format, including identifying emergency calls that did not meet response time standard, MICU staffing or vehicle standard or the response time data requirement.
- k. Penalty Assessment -- Pay City monthly for any penalties after receipt and acceptance by City of performance reports with penalties identified for the previous calendar month.
  - i. Minimum Requirement: Accepts the penalty assessment procedure.
- l. Penalty Disputes -- If Contractor disputes City's response time calculation, or the imposition of any other penalties, Contractor may appeal to the City Manager in writing within ten (10) working days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The City Manager or his designee shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor and City Council within thirty (30) working days of receipt of such requests and advise of the determination of such review. The decision of the City Council regarding such matters shall be final.
  - i. Minimum Requirement: Accepts the penalty dispute procedure.
- m. Air Ambulance/Air Rescue Services -- The City reserves the right to allow helicopter air ambulance or helicopter air rescue services to operate in the City for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the exclusive operating area/City. Prehospital utilization of such services is based upon City of Kyle policies and procedures. The Contractor shall comply with City of Kyle policies and procedures regarding the use of these services.
  - i. Minimum Requirement: Agrees to use air ambulance and air rescue services according to City Policies.
- n. Standby and Special Events -- If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Nothing herein shall excuse Contractor from satisfying its obligations under the terms of its contract with the City.

#### 4.4.2 Dispatch Requirements

- a. Dispatch – City has PSAP responsibilities for Police related issues, and does not employ EMS dispatchers. Contractor shall provide EMS PSAP and dispatchers or contract with and make bi-annual payments in advance for emergency paramedic dispatch services to the City's exclusive emergency dispatch center or an acceptable alternative as determined by the city. If contracting with City's exclusive emergency dispatch center, estimated costs to Contractor will include at a minimum:
  - i. Personnel (4 dispatchers, 2 call takers)
  - ii. Overhead
  - iii. Equipment
 Specific Dollar amounts will be negotiated upon successful bid.

- b. Communications Equipment -- Contractor shall provide and maintain in good operating condition, communication equipment consistent with City Policies and Procedures. Such communications equipment shall be compatible with existing KPDDC equipment, and remain so during the period of the exclusive operating area agreement. City contracts with LCRA for radio equipment.
  - i. Include a list of proposed communications equipment.
- c. City Provided Equipment – Contractor shall pay for cost of maintaining any city provided radios. Contractor shall reimburse City for all costs of repairing Contractor-provided equipment.

Minimum Requirement: Dispatch and communication requirements and costs as set forth in Section 4.4.2.

#### 4.4.3 Equipment and Supplies

- a. Ambulances -- All ambulances used under the contract shall be Type I for MICU responses, shall be in good condition, and shall meet or exceed the current Federal KKK Ambulance Standards at the time of the vehicles' original manufacture, except where such standards conflict with State of Texas standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of Texas. The Contractor shall maintain, and provide to the City, a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the City.
  - i. Include a list of proposed ambulances for this contract and or specifications for new vehicles to be purchased for this contract.
  - ii. List any specifications developed to improve reliability; and any standard modifications to be made to new vehicles prior to placing them in service.
  - iii. Describe your proposed fleet size in relation to peak load coverage requirements and fleet standardization policies.
- b. Ambulance Equipment and Supplies -- Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet Federal, State, and local requirements for MICU level ambulances, including the requirements of City Policies and Procedures. Contractor shall be responsible for stocking all expendable supplies including medications. All medical equipment shall be in good repair and in working and safe order at all times. The Contractor shall clearly describe in its proposal how equipment is selected for use and the procedures that ensure such equipment is properly maintained. Contractor shall have sufficient medical equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.
- c. Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with KPDDC, Base Hospitals, other hospitals, fire agencies, and public safety agencies. Contractor

shall ensure that each ambulance unit utilized in the performance of services under the contract is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need; and radio communications equipment compatible with KPDDC communications equipment sufficient to meet or exceed the requirements of City Policies and Procedures.

- i. Provide detailed list of equipment (including communications equipment) and supplies, including quantities and brand names to be carried on each ambulance.
- ii. Describe in its proposal how equipment is selected for use and the procedures that ensure such equipment is properly maintained.

Contractor shall develop mechanisms to exchange such items as long spine boards and straps/head blocks, and restock medical supplies used by first responder units when the first responder personnel have provided treatment and patient care is assumed by Contractor's personnel.

- d. Safety and Quality Assurance-- Contractor shall ensure that each ambulance is equipped with a mobile data terminal that tracks data as established by the City. There shall also be data recorders on each vehicle to record and report such information as speed, braking power and time, inertia, activation of lights and sirens, seat belt usage, etc. Contractor shall provide personnel with training and equipment necessary to ensure protection from illness or injury when responding to an emergency medical request.
- e. Vehicle Maintenance Program -- Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency service. Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance, shall be immediately removed from service.
- f. Contractor shall submit a vehicle maintenance program and locations of maintenance services in writing to the City. Records of vehicle maintenance shall be submitted to the City on an annual basis. Appearance of vehicles shall be excellent. Contractor shall repair all damage to ambulances in a timely manner.
  - i. Submit qualifications of maintenance personnel to be utilized, including maintenance program managers.
  - ii. Describe proposed maintenance practices including locations of maintenance services.
  - iii. Describe proposed automated or manual maintenance program record keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
  - iv. Document your previous three-year vehicle failure rate including units enroute, at scene or with a patient on board.
  - v. Describe your proposed policies regarding timing of equipment replacement and maintenance incentive programs.

4.4.4 Penalty for Mechanical Failure -- Contractor shall pay \$500.00 per preventable mechanical failure enroute to or from an emergency call.

- 4.4.5 Disaster Preparedness
- a. Disaster Plan -- The Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off- duty personnel. Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system’s disaster and multi-casualty response system. To the extent that Contractor has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the exclusive operating area, Contractor, with City approval, shall render immediate “instant aid” and “mutual aid” to those providers of emergency medical services operating within adjacent areas in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.
    - i. Describe your organization’s disaster and multi-casualty preparedness plan/policies.
  - b. Disaster Planning – Contractor shall actively participate with the City in disaster planning. Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the City and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any City disaster drill in which the City disaster plan/multi-casualty Incident plan is tested.
    - i. Minimum Requirement: Actively participate with the City in disaster planning; designate a representative to regularly attend meetings and be the liaison for disaster activities, and to provide field personnel and transport resources for participation in City disaster drills.
- 4.4.6 System Committee Participation – Contractor shall designate appropriate personnel to participate in committees that have a direct impact on emergency medical services for the City.
- a. Minimum Requirement: Participate in the appropriate City EMS committees and related subcommittees as requested.

#### 4.5 PERSONNEL SECTION

The Personnel Section of the proposal shall include:

- Owner
- General Manager
- Key Personnel
- Description of Bidders method/manner of meeting the minimum requirement or criteria; Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

- 4.5.1 Clinical and Staffing Standards - City expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and City policies and procedures. All persons employed by Contractor in the performance of work under this contract

shall be competent and holders of appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession. Contractor shall be held accountable for its employees' licensure, performance and actions. Patient's privacy and confidentiality shall be protected. Employees shall not disclose patient medical information to any person not providing medical care to the patient.

- a. Minimum Requirement: Ensure that personnel meet or exceed clinical/operational standards established by City policies, procedures and field treatment guidelines as well as the specifics established in this proposal.
- b. Ambulance Staffing -- Contractor shall, at all times, staff each ambulance with a minimum of two persons one of which is licensed in the State of Texas as an Emergency Medical Technician-Paramedic ("EMT-P"), the other is licensed appropriately for MICU, as those terms are defined in the accepted Texas Health Code. Field personnel with bilingual skills, especially Spanish, are highly valued.
  - i. Describe the mechanism for ensuring that ambulance-staffing standards shall be met.
  - ii. Describe the method by which bilingual personnel will be recruited and hired.
- c. Penalties for Failure to Meet Ambulance Staffing or Clinical Standards -- Contractor shall pay City \$250 per incident, or \$5,000 for each incident if the City determines that a pattern of non-compliance has emerged, whenever an ambulance not staffed as required above responds to an emergency medical request. Within 72 hours of discovery, Contractor shall provide City with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.
  - i. Minimum Requirement: Accept penalties for failure to meet ambulance staffing and clinical standards and to report any failure as required by City.
- d. Management and Supervision -- Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-on duty or on- call at all times to oversee and provide support to field personnel.
- e. Describe the management structure your organization will use to administer/oversee emergency ambulance services
- f. Required Certifications -- Within 6 months of the employee's hiring date or within 6 months of the date of this Agreement all emergency ambulance personnel shall be currently certified in:
  - i. Basic Cardiac Life Support (BCLS);
  - ii. Advanced Cardiac Life Support (ACLS);
  - iii. Pediatric Advanced Life Support, (PALS) or equivalent training approved by the EMS Medical Director;
  - iv. Prehospital Trauma Life Support (PHTLS), Basic Trauma Life Support (BTLS) or equivalent training approved by the EMS Medical Director.
- g. Infrequent-Use Skills Refresher: -- A minimum of 4 hours each year shall be allocated for each paramedic to refresh infrequently used skills as identified by

Contractor. Contractor shall be responsible for ensuring that EMT-Ps assigned to MICU ambulances regularly complete this training and annual refresher courses.

- h. Orientation of New Personnel -- Contractor shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, EMS system overview; EMS policies and procedures; radio communications with and between the Contractor, base hospital, receiving hospitals, and KPDDC; map reading skills (including key landmarks), routes to hospitals and other major receiving facilities, emergency response areas within the City and in surrounding areas; and ambulance equipment utilization and maintenance, in addition to Contractor's policies and procedures. Contractor shall be responsible for ensuring that this standard is met.
  - i. In-Service Training and Continuing Education -- Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education (CE).
  - j. Driver Training -- Contractor shall maintain an on-going driver-training program for ambulance personnel.
  - k. Preparation for Multi-Victim Response -- Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities under a Multi-Casualty Medical Incident Response Plan (MCIP) as well as the Hays County Emergency Management Plan. Contractor is required to develop a MCIP. At a multi-victim scene, Contractor's personnel shall perform as part of the Incident Command System (ICS).
- 4.5.2 Compensation/Working Conditions for Ambulance Personnel
- a. Work Schedules and Conditions -- At least 51% of the personnel who staff ambulances shall be full time employees. Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. Contractor shall ensure that ambulance personnel working extended shifts, part time jobs, voluntary or mandatory overtime, are not fatigued to an extent, which might impair their judgment or motor skills. Contractor shall demonstrate that these personnel are provided sufficient rest periods to ensure that personnel remain alert and well rested during work periods.
  - b. Compensation/Fringe Benefits -- The City expects the Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. Starting wages and benefits for personnel should not be less than those paid by similar providers in the Central Texas Region. The City encourages the Contractor to establish creative programs that result in successful recruitment and retention of personnel. Contractor shall demonstrate, initially and throughout the term of Contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.
    - i. Include a copy of paramedic personnel compensation/fringe benefits package in the proposal.
    - ii. Submit Compensation Packages.

- c. New Employee Recruitment and Screening Process – Contractor shall operate an aggressive, stringent, and comprehensive program of personnel recruitment and screening designed to attract and select field personnel.
- d. Treatment of Incumbent Workers – If a new provider is the successful bidder, Contractor shall provide a reasonable opportunity for the employees of the current incumbent provider to seek employment with Contractor.
- e. Communicable Diseases, Safety and Prevention -- Prehospital medical personnel are at increased risk for certain communicable diseases, including tuberculosis and those spread by blood borne pathogens. The Contractor shall have a City approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.
- f. Critical Incident Stress Debriefing (CISD) -- The nature of work in emergency medical services produces stress in providers. Contractor shall maintain a critical incident stress debriefing program and an on-going stress reduction program for its employees.

#### **4.6 QUALITY/PERFORMANCE SECTION**

The Quality/Performance Section of the proposal shall include:

- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

##### **4.6.1 Continuous Quality Improvement Program**

- a. CQI Program -- Contractor shall establish a comprehensive continuous quality improvement (CQI) program. The Contractor's CQI program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The CQI program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled. Desirable features for the CQI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education. Contractor shall submit a quarterly report to the City to show compliance with approved plan and areas for improvement.
  - i. Minimum Requirement: Comply with City CQI reporting on a quarterly basis.

- b. Inquiries and Complaints -- Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
- c. Incident Reports – Contractor shall complete an incident report within 48 hours by all parties involved in an unusual occurrence. Contractor shall immediately notify the City of potential violations of any codes or policies.
  - i. Minimum Standard: Cooperate fully with the City or State EMS Authority in the investigation of an incident or unusual occurrence.
- d. City Contract Monitoring Quality Staff – Contractor shall fully fund one City position at a cost to be negotiated plus actual cost of living increases. The position will monitor contract compliance. In addition, Contractor shall agree to help defray the City’s cost of data management. These expenses will be determined during contract negotiations.

#### **4.7 DATA AND REPORTING SECTION**

The Data and Reporting Section of the proposal shall include:

- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

4.7.7 Data System Hardware and Software -- The City currently utilizes a CAD/RMS System through New World. The City shall provide the data system software but Contractor must pay for any additional software upgrades and shall implement at its own cost a data system linking key EMS system components with City’s system if required. All system components shall comply with HIPAA and be approved by the City.

- i. Minimum Requirement: Provide the necessary hardware, linkages and staff to comply with the requirements of the City data system.

4.7.8 Use and Reporting Responsibilities –The EMS database system shall contain all EMS responses. The database system shall be used for continuous quality improvement. Tracking and trending of all complaints will be reported including billing complaints. Contractor shall maintain current records related to paramedic licensing, accreditation, certification, and continuing education. Contractor shall continuously provide City with a list of EMT’s currently employed by the Contractor. Information shall include, but not be limited to, name, address, telephone number, Texas paramedic license number, ACLS expiration date, CPR expiration date and Texas driver’s license number. Information necessary to keep this list current shall be updated at least monthly.

- i. Minimum Requirement: Complete, maintain, and upon request, make available to City copies of:
  1. Number of emergency responses and transports.
  2. Personnel records (including current licensure and certification)
  3. Equipment failure reports.

4. Equipment and vehicle maintenance reports.
5. Patient billing and account documentation.
6. Continuous Quality Improvement program reports.
7. A complete listing of all service complaints received and their disposition/resolute

4.7.9 Prehospital Care Reports and Penalties – Immediate availability of prehospital care information is mandatory for quality patient care. Contractor shall provide documentation as approved by the EMS Medical Director to hospital personnel prior to leaving the facility.

- i. The minimum City requirement is appropriate documentation being left at the hospital 90% of the time.
  1. Penalties for failure to leave appropriate documentation are \$50.00 per occurrence from 90% to 100%. For less than 90% compliance each patient document will be \$250.00 plus initiation of Minor Breach.

4.7.10 Audits and Inspections -- The Contractor shall retain and make available for inspection by the City for at least a three-year period from expiration of the contract all documents and records required and described herein. At any time during normal business hours, and as often as may reasonably be deemed necessary, the City's representatives may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit all contracts (including union contracts), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by this contract. City representatives, may, at any time, and without notification, directly observe Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall, at all times, be respectful of Contractor's employer/employee relationship. The City's right to observe and inspect Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.

- i. Minimum Requirement: Agrees to audits and inspections required by the City.

#### **4.8 FINANCIAL AND ADMINISTRATIVE SECTION**

The Financial and Administrative Section of the proposal shall include:

- Budget
- Ambulance Rates
- Description of Bidders method/manner of meeting the minimum requirement or criteria;

- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

4.8.1 Budget --To fulfill this requirement, the Bidder shall provide complete information on full costs of its proposed service. Information shall include the Bidder's ambulance system operational budgets for each year of the first three years of operation. Additionally, the Bidder shall also provide complete information on its projected revenue from ambulance service billing for each of the first three years. If revenue from ambulance service billing does not cover costs of operations, the Bidder shall document its projected source of revenue to offset such loss and shall detail the Bidder's projected timeframe to recoup losses. Bidder shall bid new equipment for ambulances and equipment. "Full Cost" shall mean all costs attributable to the provision of service.

4.8.2 Proposed Ambulance Charges – The rates presented at time of contract execution shall remain in effect for two years.

- a. Submit proposed Ambulance Rates

4.8.3 Performance Security -- Contractor shall obtain prior to commencement of operations and maintain throughout the term of the contract performance security in the amount of 1.5 times the proposed annual City Contribution in one of the following methods acceptable to the City.

- a. A performance bond issued by an admitted surety licensed in the State of Texas acceptable to City Counsel, provided that the language of such performance bond shall recognize and accept the contract's requirements for immediate release of funds to the City upon determination by the City that Contractor is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the City; or
- b. An irrevocable letter of credit issued by a bank or other financial institution acceptable to the City in a form acceptable to City Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City that Contractor is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- c. A combination of the above methods that is acceptable to the City. The performance bond or irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days written notice to the City of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide the City with replacement security in a form acceptable to the City. In the event that the guarantor/surety is placed into

liquidation or conservatorship proceedings, Contractor shall provide replacement security acceptable to City within twenty (20) days of such occurrence.

- d. Failure of the successful Bidder to meet these performance security requirements after the successful Bidder has been selected, and prior to contract start date, shall result in forfeiture of the award.

4.8.4 Insurance -- Contractor, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects City and any insurance or self-insurance maintained by City shall be in excess of Contractor's insurance coverage and shall not contribute to it. If Contractor utilizes one or more subcontractors in the performance of this Agreement, Contractor shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of Contractor in this Agreement.

- a. Types of Insurance and Minimum Limits
  - i. Worker's Compensation in the minimum statutorily required coverage amounts.
  - ii. Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage with a \$10,000,000 umbrella policy.
  - iii. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, with a \$10,000,000 umbrella policy, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross- liability.
  - iv. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit with a \$10,000,000 umbrella policy.
- b. Other Insurance Provisions
  - i. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
- c. Minimum Requirement: Comply with the City's insurance requirements.

- 4.8.5 Business Office, Billing and Collection System -- Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare billing claims.
- a. Describe your billing and collection system.
  - b. Provide a copy of late notice.
  - c. Describe how your organization evaluates and improves the billing and collection system regularly. Give at least one example of system improvement in the past year.
- 4.8.6 Annual Financial Audit -- Contractor shall provide to the City annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting principles. Statements shall be available to the City within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the City operation shall be required and shall be subject to the independent auditor's opinion.
- a. Minimum Requirement: Provide the City an annual audited financial statement according to the requirements identified

#### **4.9 COMMUNITY EDUCATION/PREVENTION**

The Community Education/Prevention Section of the proposal shall include:

- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

Contractor shall participate in the City's public education and information program including the Kyle Quarterly, Kyle e-News, press relations, explanations regarding rates regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion.

Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen CPR, disaster preparedness, injury prevention, seat belt and helmet use, and infant/child car seats. Other appropriate activities might include blood pressure screening, speaking to community groups, and programs for school children and adolescents. Contractor shall work collaboratively with other public safety and EMS related groups such as the American Heart Association, the American Red Cross, and health care organizations to plan and provide public education programs.

- Describe your current role in Public Information and Education.
- Identify your Public Information and Education plan, including timeline and measurements, upon successful acquisition of this contract.

## SECTION 5: OTHER CONTRACT LANGUAGE

### 5.1 CONTRACT TERMINATION

- 5.1.1 Without Cause -- Either party may terminate the contract at any time without cause upon one hundred and eighty (180) calendar days advance written notice to the other. Prior to giving such notice, the terminating party shall notify the other party of its intention to terminate and shall allow the other party an opportunity to meet and confer with the terminating party concerning such notice of termination.
- 5.1.2 Minor Breach – Except for Community Response Time as described in Section 4.4.1 (h) and Failure to Leave Appropriate Documentation as described in Section 4.7.9, the City may impose a penalty, not to exceed five hundred (\$500.00) for each Minor Breach of the contract that has not been cured within thirty (30) days from date of official notice being given by the City or designee.
- a. “Minor Breaches” shall be defined as failure to fulfill any of the terms and conditions of this Agreement, which do not amount to a “Major Breach”, as, that term is defined below.
  - b. Before fines for Minor Breach are imposed, the City Manager, or designee, shall give the Contractor written notice of the alleged Minor Breach and thirty days to cure the breach or otherwise respond to the allegations of breach.
- 5.1.3 Termination For Cause -- Either party may terminate the contract at any time for cause for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.
- a. “Major Breach” shall include, but not be limited to:
    - i. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables the City and the Contractor to remain in substantial compliance with the requirements of Federal, State, and local laws, rules and regulations.
    - ii. Willful falsification of information supplied by the Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to the contract;
    - iii. Chronic or persistent failure of the Contractor’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
    - iv. Failure to comply with the response time performance requirements for two consecutive months, or for any three months in a calendar year, shall be a “Minor Breach” of this Agreement. Failure to comply with these response time performance requirements for three consecutive months, or for any four months in a calendar year, shall be a “Major Breach” of this Agreement.

- v. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein or offered by Contractor in its response to the City's Request For Proposals, and accepted by the City;
- vi. Failure to participate in a Continuous Quality Improvement program including, but not limited to investigation of incidents and implementing prescribed corrective actions.
- vii. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by the City as provided for herein;
- viii. Chronic or persistent failure to comply with conditions stipulated by the City to correct any "Minor Breach" conditions;
- ix. Failure of the Contractor to cooperate and assist the City in the investigation or correction of any "Minor or Major Breach" of the terms of this Agreement;
- x. Failure by Contractor to cooperate with and assist the City in its takeover or replacement of Contractor's operations after a Major Breach has been declared by the City, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control;
- xi. Failure to assist in the orderly transition, or scaling down of services upon the end of the exclusive operating area agreement if a subsequent EOA agreement with Contractor is not awarded;
- xii. Failure to comply with required payment of fines or penalties within thirty (30) days written notice of the imposition of such fine or penalty;
- xiii. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
- xiv. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
- xv. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;
- xvi. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the City of Kyle EMS Agency;
- xvii. Any other willful acts or omissions of the Contractor that endanger the public health and safety; and,
- xviii. Failure to timely prepare and submit the required annual audit.

5.1.4 Declaration of Major Breach and Takeover/Replacement Service -- If the City determines that a Major Breach has occurred, and if the nature of the breach is, in the City's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor

shall cooperate completely and immediately with the City to effect a prompt and orderly takeover or replacement by the City of Contractor's City of Kyle operations.

5.1.5 Dispute After Takeover/Replacement -- Such takeover/replacement shall be affected within 72 hours after finding of Major Breach by the City. Contractor shall not be prohibited from disputing any such finding of such breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by the City. Neither shall such dispute by the Contractor delay the City's access to Contractor's performance security. Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. The Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the immediate release of performance security funds to the City, shall not be construed as acceptance by Contractor of the finding of major default, and shall not in any way jeopardize the Contractor's right to recovery should a court later determine that the declaration of major default was in error. However, failure on the part of the Contractor to cooperate fully with the City to effect a safe and orderly takeover/replacement of services shall itself constitute a major breach under the terms of the contract, even if it is later determined that the original declaration of major breach was made in error.

5.1.6 Breach Not Dangerous to Public Health and Safety -- If the City declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute the City's claim of major breach prior to takeover/replacement of Contractor's operations by the City.

5.1.7 Liquidated Damages -- The unique nature of the services that are the subject of the contract requires that, in the event of major default of a type that endangers the public health and safety, the City must restore services immediately, and the Contractor must cooperate fully to affect the most orderly possible takeover/replacement of operations. In the event of such a takeover/ replacement of Contractor's operations by the City it would be difficult or impossible to distinguish the cost to the City of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to the City during an interim period, and cost of recruiting a replacement Contractor from the normal cost to the City that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or the City's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Contract. The minimum amount of these additional costs to the City (e.g., costs in excess of those that would have been incurred by the City if the default had not occurred) could be not less than \$1,000,000 even assuming City's takeover/replacement management team is fully competent to manage the previously contracted functions. Therefore, in the event of such a declared major breach, the Contractor shall pay City liquidated damages in the amount of \$1,000,000.

5.1.8 City Responsibilities -- In the event of termination, City shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.

- a. Minimum Requirement: Agrees to City's contract termination language.

## 5.2 "LAME DUCK" PROVISIONS

If the Contractor fails to win the bid in a subsequent bid cycle, the City shall depend upon the Contractor to continue provision of all services required under the contract until the winning Contractor takes over operations. Under these circumstances, the Contractor would, for a period of several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of the contract throughout any such "lame duck" period, the following provisions shall apply:

- Throughout such "lame duck" period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to the subsequent winning Contractor;
- The Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of the contract;
- The Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and the City shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair the Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by the City.
- Minimum Requirement: requirements. Agrees to City's requirements in "lame duck"

## 5.3 INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless City from and against:

- Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which City may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Contractor's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the City. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons.
- Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

#### **5.4 EQUAL EMPLOYMENT OPPORTUNITY**

During and in relation to the performance of this Agreement, Contractor agrees as follows:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age, veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that the Contractor is an “Equal Opportunity Employer”.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said Contractor may be declared ineligible for further agreements with the City.

#### **5.5 INDEPENDENT CONTRACTOR STATUS**

Contractor is an independent Contractor and not an employee of City. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. City agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

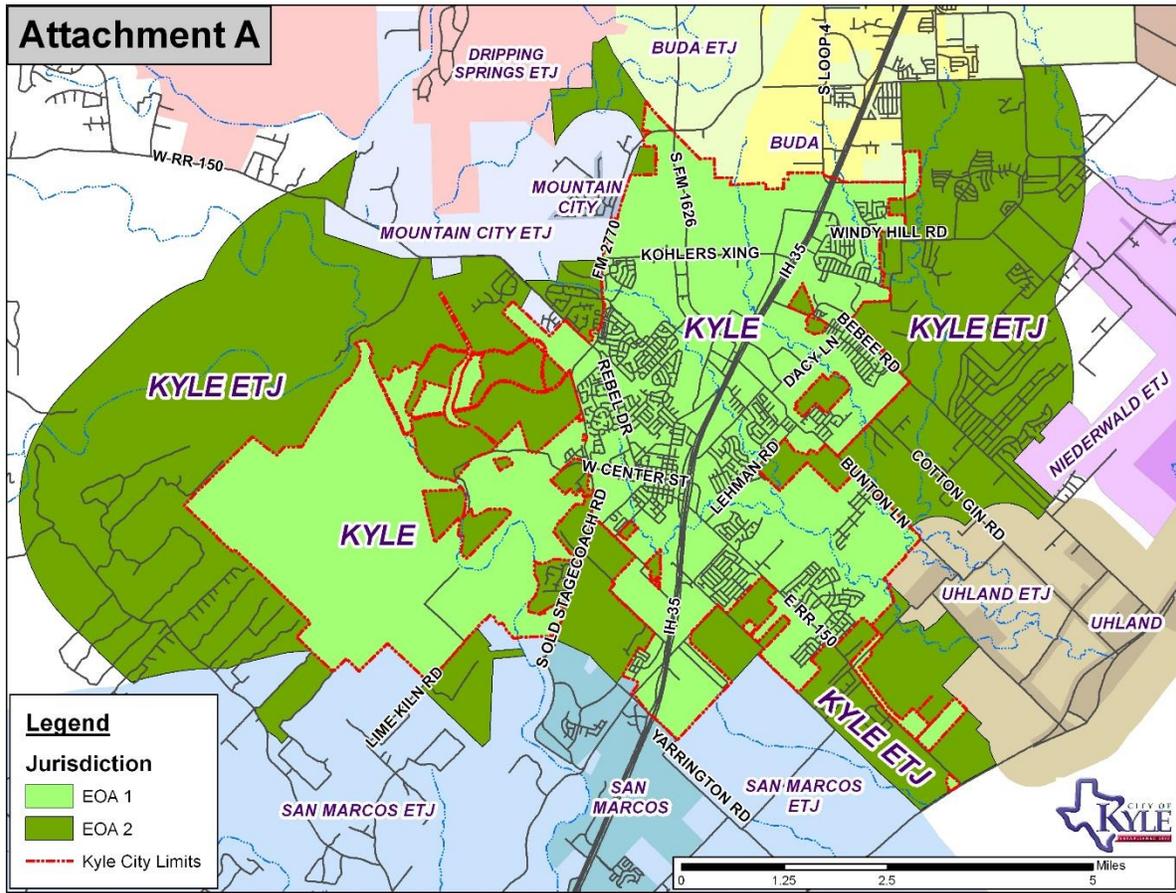
#### **5.6 NON-ASSIGNMENT**

Contractor shall not assign this Agreement without the prior written consent of the City.

#### **5.7 RETENTION AND AUDIT OF RECORDS**

Contractor shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by City, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the City of Kyle Auditor-Controller, the State Comptroller’s Office of the State of Texas, or the designee of either for a period of five (5) years after final payment under this Agreement.

# Attachment A



Attachment B

**Form 1 - PROPOSAL IDENTIFICATION**

PROPOSAL TO PROVIDE MICU EMERGENCY AMBULANCE SERVICES TO  
City of Kyle

\*\*\*THIS FORM MUST APPEAR ON THE FRONT OF THE PROPOSAL\*\*\*

This is a proposal to contract with City of Kyle to provide emergency advanced life-  
support ambulance service within the Exclusive Operating Area.

NAME OF BIDDER:

\_\_\_\_\_  
dba  
\_\_\_\_\_

LEGAL ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ PHONE:\_\_\_\_\_

CONTACT  
PERSON:\_\_\_\_\_ PHONE:\_\_\_\_\_

ADDRESS FOR MAILINGS (If Different):

EXCEPTIONS?:  Y  N COST TO CITY **OPTION A**: YEAR 1 \_\_\_\_\_  
YEAR 2 \_\_\_\_\_ YEAR 3 \_\_\_\_\_ YEAR 4 \_\_\_\_\_ YEAR 5 \_\_\_\_\_

EXCEPTIONS?:  Y  N COST TO CITY **OPTION B**: YEAR 1 \_\_\_\_\_  
YEAR 2 \_\_\_\_\_ YEAR 3 \_\_\_\_\_ YEAR 4 \_\_\_\_\_ YEAR 5 \_\_\_\_\_

OFFICIAL USE ONLY: DO NOT FILL IN THIS SECTION RFP

Number:\_\_\_\_\_ Date Received:\_\_\_\_\_ Time Received:\_\_\_\_\_  
By:\_\_\_\_\_ Title:\_\_\_\_\_

Attachment C

**Form 2 -- STATEMENT OF INTENT AND AFFIRMATION**

In submitting this proposal/offer, \_\_\_\_\_ hereafter referred to as "Bidder", hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP). Further, Bidder certifies the completeness and accuracy of all information contained in the Bidder's response to the RFP and supplied to the City of Kyle during the request for proposal process. The Bidder's proposal constitutes a firm and binding offer by the Bidder to perform the services as stated. Bidder further affirms that Bidder will meet or exceed request for proposal specifications unless exceptions have been specifically noted in the proposal.

\_\_\_\_\_ Responding Organization

\_\_\_\_\_ By:

Signature (Authorized Representative)

Names (Printed)

Title

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ County of \_\_\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me, the undersigned, a Notary Public in and for the said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.

Notary Public(Seal)

My Commission Expires \_\_\_\_\_

**Form 3 -- INVESTIGATIVE AUTHORIZATION – COMPANY**

The undersigned company, a prospective Bidder to provide emergency mobile intensive care ambulance service for the City of Kyle, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of company operations deemed relevant by the City of Kyle, or its agents. The company specifically agrees that the City of Kyle or its agency may conduct an investigation into, but not limited to the following matters:

1. The financial stability of the company, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the City of Kyle’s selection decision.
2. The company’s current business practices, including employee compensation and benefits arrangements, pricing practices, billing and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the company toward the company’s services and general business practices, including patients or families of patients served by the company, physicians or other health care professionals knowledgeable of the company’s past work, as well as other units of local government with which the company has dealt in the past.
4. Other business in which company owners and/or other key personnel in the company currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the company in connection with such evaluation. This authorization shall expire six (6) months from the date of the signature.

**AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVENBY THE COMPANY**

Date: \_\_\_\_\_ Company Name \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me, the undersigned, a Notary Public in and for the said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.

Notary Public(Seal)

My Commission Expires \_\_\_\_\_