

NOTICE TO BIDDERS

Notice is hereby given that the City of Henderson will enter into a contract for Ambulance service for the City of Henderson,

Sealed proposals on the above mentioned service will be received by the City Manager and shall be addressed to Tim Kelty, City Manager, 400 West Main Street, Henderson Tx, 75652. Such bids shall be delivered so as to be received in person no later than 4:00 P.M CST on Monday, April 11th, 2016.

Bids shall be opened at that time and will be considered by City Council for award at a future Council meeting.

As provided by law, the City reserves the right to reject any and all proposals.

Invitation to Submit Proposal

To Provide Advanced Life Support (ALS) ambulance service for the City of Henderson

1.0 Invitation

The City of Henderson invites experienced and qualified Bidders to submit proposals to provide emergency advanced Life Support (ALS) Ambulance Service as specified in this document for all areas within the incorporated limits of the City of Henderson. It is intended that the successful bidder will be awarded an exclusive contract for 10 years, with the opportunity to earn 3 year extensions. The contract start date will be October 1, 2016 at 12:01 a.m.

Responders shall submit one (1) original, four (4) copies, of the proposal, to Henderson City Hall, Attention Tim Kelty 400 West Main Street, Henderson, TX 75652, by 4:00 p.m. C.S.T., April 11th, 2016. The City will not accept proposals after the 4:00 p.m. submittal deadline. The Sealed envelope shall be labeled as follows:

DO NOT OPEN – AMBULANCE SERVICE PROPOSAL
Submitted by: (name of firm)

Proposals shall remain valid for up to 90 days following receipt. City Council shall reserve the right to interview any or all proposers following receipt of proposal prior to making an award.

To the extent permitted by law, all documents pertaining to this RFP will be kept confidential until a contract is awarded. No information about any proposal except the name and address of those submitting will be released to the public until the process is complete.

1.1 Notice to Bidders

This invitation for proposals does not commit the City of Henderson to award a contract, to pay costs incurred in the preparation of a proposal responding to this invitation, 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 invitation, waive any irregularities of any proposal received, or to cancel in part or in its entirety this process if the City deems it in its best interest to do so. This invitation shall not be construed to be a low bid process, although price may play a role. A contract, if awarded, will be negotiated with the bidder who can best meet the City's needs as identified in this invitation to submit a proposal.

The City specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls for transports, quantities of patients or distance of transports, or number of subscribers that will be associated with this procurement effort.

It is in the offerors best interest to conduct its own research on the statistical demands that may be placed upon it as the successful proposer and submit a complete and accurate proposal. Where documentation 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 invitation. While offerors may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described herein may disqualify proposals. Offerors are invited to submit alternatives to the services described 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 contract, under whose auspices the proposal is submitted and who must assume all liability and responsibility for achieving the specified performance levels specified in this invitation. Any subcontracts for essential services, as described herein between the offeror and separate entities must be pre-approved in writing by the City and shall be described within the proposal.

Inquiries regarding this invitation will be submitted in written form only and must be received by 5:00 p.m. C.S.T, five (5) business days prior to the proposal submission date. Inquires must be emailed to the City Manager at tkelty@hendersontx.us and include the subject line "Ambulance Proposal Question". Questions and responses submitted thus will be provided via email to all prospective responders invited to submit proposals.

Potential Proposers are prohibited from directly or indirectly communicating with City Elected officials or staff regarding its qualifications or any other matter related to the eventual award of a contract for the services requested in this invitation. Potential Proposers are prohibited from contacting City staff or elected official regarding their qualifications or the award of contract, unless in response to an inquiry from staff or elected official. Any violation may result in immediate disqualification of Proposers from the selection process.

2.0 Scope of Work

Successful proposer shall provide emergency medical transportation services to and or from medical facilities according to Texas Department of Health Standards of Care. Contractor shall provide a minimum of A) two (2) Mobile Intensive Care Unit Ambulances, licensed by the Texas Department of Health, and staffed twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, with a minimum of one (1) paramedic and one (1) Emergency Medical Technician-Basic for each ambulance for each shift; B) one (1) Mobile Intensive Care Unit Ambulance with one (1) Emergency Medical Technician-Basic, licensed by the Texas Department of Health, and staffed; twelve (12) hours a day seven (7) days a week three hundred and sixty-five (365) days a year. Once the Henderson station runs 400 transports a

month for three (3) consecutive months, the provider by contract will automatically add an additional MICU Unit. Staffing schedule to be agreed upon by contractor and city.

Successful proposer shall provide, without fee or charge of any kind, service and/or transportation of city employees to medical facilities when they are injured while they are on the job with the city.

The successful proposer shall dispatch at least one(1) ambulance to each major emergency and/or fire, as determined by the City and if requested by the City, and stand-by in case of need. Successful proposer shall provide at no cost to the City, stand by ambulance service for any City sponsored activity/event.

2.1 Contractor Provided First Responders Program

Successful provider shall provide the Henderson Fire Department with the necessary medical equipment and supplies to provide basic medical care to the residents of Henderson in their capacity as first responders. This is to include 3 AEDs. Successful proposer shall also agree to apply or assist the city in applying for grants for additional AED. Successful proposer shall furnish two (2) portable radios programed and compatible with the Henderson Fire Department Communication System.

2.2 Mutual Aid

Successful proposer shall be responsible for securing and all mutual aid agreements from other emergency medical transportation services in order to meet all emergency medical service transportation needs of the City of Henderson.

3.0 Evidence of Insurance

Successful proposer shall provide a certificate of current insurance coverage in the amount specified below in order to demonstrate insurability. Successful proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damage to property that may arise from or in conjunction with the performance of the work thereunder by the proposer, their agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the successful proposer.

Successful proposer (and any and all subcontractors employed by the successful proposer to perform any portion of the work to be performed by the proposer under this scope of services) shall at all times during the term of the contract maintain in full force and effect Worker's Compensation and Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance. All insurances shall be placed with companies rated at least A by Best Key Rating Guide and for policy limits acceptable to the City and compliant with all applicable state and federal laws. For purposes of the proposed contract, the successful proposer shall carry the following types of insurance in at least the limits specified as follows:

TYPE OF COVERAGE

LIMITS OF LIABILITY

Worker's Compensation

Employer's Liability with limits of \$1,000,000 per Employee for occupational disease; \$1,000,000 policy limit for disease; and \$1,000,000 for each accident

Commercial General (public) Liability

Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent.

Comprehensive Automobile Liability

Combined Single limit for bodily injury and property damage of \$2,000,000 per occurrence or its equivalent

Excessive Umbrella Liability

\$1,000,000 per occurrence

4.0 Reporting Requirements

Contractor shall provide the City with Monthly reports within two (2) weeks of the end of each month. Reports shall include number of transports, and staffing levels, and any out of compliance response times, and any other relevant information. The City reserves the right to make and reasonable requests for further information on the monthly reports.

5.0 TERM

The term of service shall be assumed to be 10 years beginning October 1, 2016 and ending September 30, 2026, at midnight. The contract may be renewable for one or more 3 year renewal periods, if both parties to the contract are in mutual agreement.

6.0 Remuneration

The city is seeking a proposal in which services as described in this request will be provided at no monetary cost to the City of Henderson. However if subsidy will be required for the execution of the services stated, a detailed explanation and justification for said subsidy shall be provided in the proposal. If no Subsidy will be required the statement "No Subsidy shall be required in

the execution of the services proposed” shall be included in the proposal. The Successful proposer will be allowed to bill the recipient of services at a fair and reasonable amount, and will also have the right to sell ambulance subscriptions to residents of the city and will notify subscriber at their last known mailing address at least thirty days prior to their subscription of pending termination.

THE AMOUNT TO BE BILLED FOR SUBSCRIPTION SERVICES SHALL BE
ENUMERATED IN THE RESPONSE TO THIS INVITATION TO SUBMIT A PROPOSAL

7.0 Response times

The Successful proposer shall meet or exceed the national standard of 8:59 minute response time for Life-Threatening emergency calls within the City Limits. For each response over 8:59 minutes the contractor will provide a written response with their regular monthly report explaining why the delay in response occurred. Repeated or continual failure to meet or exceed the national standard response time may lead to financial penalties being assessed and possible contract termination.

8.0 Compliance with Laws

All applicable State Laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Successful Proposer, its officers, agents and employees, contractors and subcontractors.

9.0 Discrimination Prohibited

The City of Henderson is an equal employment provider and shall require that the successful proposer in the execution performance or attempted performance of this service shall not discriminate against any person or persons on the basis of age, sex, race, religion, color, or national origin.

10.0 Relationship of Parties

It shall be agreed and understood that the successful provider shall operate as and be and independent contractor. The city and Contractor are interested only in the results obtained hereunder, and the City has the general right of inspection and supervision in order to ensure satisfactory performance of these contracted services. However the City will not control or direct the details of the work performed by the Successful proposer in the performance of these services.

Under no circumstances shall the City or offeror be deemed the employee or agent of the other nor shall either party act as the agent of the other.

11.0 PROPOSAL CONTENT

11.1 Credentials

Describe your organizations history and experience in providing emergency and advanced life support ambulance services. Include:

- Your business name
- Legal business status (i.e. partnership, corporation etc.)
- Number of years in the business
- Other prior business names
- Whether bidder holds controlling interest or is controlled by another organization
- Financial interest in related business
- Business partners in the last 5 years

11.2 Provide a list or table of every community your organization currently serves and every community it previously served in the last 10 years, indicating:

- Type and level of service provided including the population served
- The Contract period
- Whether the contract was competitively awarded
- The name, address and telephone number of the primary contact with that agency
- Remaining term of each active contract
- Circumstances under which any contract was terminated or ended.
- Identify and reference existing contracts that are relevant to providing mutual aid under this proposal.
- Identify additional existing EMS resources that may be pulled from as backup, to ensure compliance with response time requirements during times when required resources are tied up or unavailable.
- Assuming a contract for services will be maintained or awarded to the successful proposer for ambulance service for all of Rusk County in addition to the City of Henderson, identify how, within Rusk County, resources are intended to be assigned or reassigned to serve both the City and County.

11.3 Provide a list of relevant Certifications, Awards and/or specialized training which provides an indication of the level of expertise and service that can be expected through the execution of this contract.

11.4 Provide certification of Insurability as described in section 3.0

11.5 Provide a list of locations that will be proposed to house ambulances and staff required by this invitation.

11.6 Remuneration

- Provide cost for subscribers
- Provide detailed explanation of subsidy if required, or certification that *No Subsidy shall be required in the execution of the services proposed*

11.7 Financial Statement

Provide an audited financial statement of current assets and liabilities for the past two years.

11.8 Additional information

Please provide any additional information you feel is relevant in helping the City of Henderson choose an ambulance service provider.

11.9 Execution of proposal

The proposal shall include a cover letter certifying the contents of the proposal and executed by the individual with your company with such authority to submit the proposal.