



## REQUEST FOR BIDS FOR EMERGENCY MEDICAL SERVICES

The City of Nolanville announces an invitation to Bidders to submit proposals for the provision of emergency ambulance services for the City of Nolanville. The specifications for all proposals, which are to be submitted to the City of Nolanville are listed in the bid packet.

Bidders are directed to submit an original, so marked, and **two (2) copies** of their proposal, signed by a person authorized to lawfully bind the Bidder. All proposals must be sealed and labeled on the outside of the sealed container with the following information:

**“Bid – Emergency Medical Services RFP 23-06”.**

Any bid received after the date and time set for opening will be rejected and returned unopened. All bids must be delivered to the City of Nolanville,

**Attn: Teresa Chandler, City Secretary**

**101 N 5<sup>th</sup> ST, Nolanville, Texas 76559**

and must be received by 3:00 pm, June 29, 2023, at which time the bids will be opened.

If you have any questions regarding this bid, please contact Teresa Chandler, City Secretary, at 254-698-6335 or Kara Escajeda, City Manager, at [kescajeda@nolanvilletx.gov](mailto:kescajeda@nolanvilletx.gov). Questions and responses will be made available to all Bidders. The City of Nolanville reserves the right to waive irregularities in bids and reject any or all bids with or without cause.

The City of Nolanville City Council will review the RFP's and decide what action to take. The decision to award a contract will be made by the City Council at their discretion. All proposals and other responses will become the property of the City of Nolanville and will not be returned.

### GENERAL REQUIREMENTS FOR PROPOSALS

1. The successful Bidder will be required to execute a written contract, which will incorporate the specific requirements set forth below, for a period of **five (5) years**. At the end of the initial **five (5) year contract**, the City of Nolanville shall reserve the right to extend the contract or rebid the contract. No contract shall be considered as in effect until it has been fully executed by all parties. Before a contract can be awarded, form HB1295 must be completed and returned to the City Secretary PRIOR to contract is approved by the council. (<https://www.ethics.state.tx.us/filinginfo/1295/>)
2. The Bidder shall submit a copy of its most current rate and/or fee schedule for the locale in which it operates closest to the City of Nolanville.
3. The Bidder must submit a copy of its protocol for its current level of ambulance service for the locale in which it operates closest to the City of Nolanville.

4. The Bidder must supply the name, address, telephone numbers, and 24-hour contact information for its General Manager or equivalent officer with a resume of this person's job experience, certifications and education.
5. The successful Bidder must supply the name, address, telephone numbers, and 24-hour contact information for its Medical Director. Medical quality control shall be provided through the employment by Bidder at the expense of a physician who specializes in emergency medicine and practices within the service area. This physician shall serve as Bidder's "Medical Director" for purposes of meeting state licensing requirements, for purposes of authorizing "standing orders," and for purposes of authorizing Bidder's purchases of controlled medications. The Medical Director shall oversee and coordinate the quality control process, which shall include periodic monitoring and review of emergency and non-emergency transport.
6. The Bidder must supply the names, the emergency medical service (EMS) certification and position of all employees planned to be involved in service to the City of Nolanville.
7. The Bidder must supply the names, addresses and phone numbers of their Board of Directors.
8. The Bidder must give the year of manufacture, make and model of all ambulances planned to be assigned to service to the City of Nolanville.
9. The Bidder must supply a list of all cities and counties or subdivisions thereof, for which it provides ambulance service, with the name, address and telephone number of a contact person representing each such city, county or subdivision.
10. The Bidder will submit at least two (2) business references and at least five (5) patient references.
11. Bidder must supply a statement describing Bidder's standing with the Texas Department of State Health Services; and its standing in other states that Bidder has done business in the past five (5) years if applicable.
12. Bidder shall supply a statement concerning any pending litigation against Bidder and any judgment against Bidder entered in the past five (5) years; together with the status of any such litigation or judgment.
13. The Bidder shall detail any Texas Department of Health and all other regulatory investigations, findings, actions, complaints and their respective resolutions within the last 5 years. Bidders will specifically include details about any and all emergency (911) contract terminations within the last 5 years.

## **FINANCIAL REQUIREMENTS**

14. The Bidder should describe all financial Subsidies/Incentives (if any), which the Bidder will require from the City of Nolanville to meet the specifications of the bid and operate within the City of Nolanville's jurisdiction and its extra territorial jurisdiction (ETJ), if any.
15. The annual subsidy required and awarded through this RFP and contract process will be paid on a monthly basis by the 1st working day for the previous month's service. The

initial payment will be within ten (10) days after the signing of a contract. The contract may not be awarded only on the basis of which Bidder submitted the lowest subsidy requirement. The Bidder representative will be required to attend each regular meeting of the Nolanville City Council to provide the required monthly reports.

16. The Bidder's business office or Bidder's duly authorized agent shall manage Bidder's collection of all fees. Fees shall not be collected at the time of rendition of service. Emergency medical services shall not be withheld due to non-payment. The City of Nolanville shall not serve as a collection agent for the successful Bidder.

## **SPECIFIC REQUIREMENTS**

17. The successful Bidder's shall operate in conformity with the Rules and Regulations pertaining to Emergency Medical Services of the Texas Department of State Health Services; as they currently exist and as they may be amended from time to time (hereinafter referred to as EMS regulations), and the laws of the State of Texas.
18. The successful Bidder shall meet all OSHA standards and requirements for emergency medical services providers.
19. Successful Bidder shall respond to all emergency requests for service without regard to the patient's race, sex, age, national origin, or ability to pay.
20. Successful Bidder shall provide response time to medical emergencies within accepted standards of the industry. Bidder will respond with an ALS ambulance staffed with a paramedic to all emergency calls within the boundaries of the City of Nolanville within acceptable industry standards. The Bidder will respond with an ALS ambulance staffed with a paramedic.
21. Compliance with the 90% requirements on emergency calls must be met in the City of Nolanville and shall be determined for the City of Nolanville monthly. If the City of Nolanville annexes land, Bidder will have an automatic sixty (60) day exemption from response time compliance to the annexed area.
22. The Bidder shall provide at least one (1) fully staffed Advanced Life Support capable ambulance of which shall be licensed at the Paramedic level, under EMS regulations. During the term of the contract, the ambulance will be stationed in the incorporated city limits of Nolanville, Texas, seven days a week, and 24 hours a day. A second ambulance of Advanced Life Support capable unit shall be reasonably available as a reserve unit. All ambulances will be staffed with one (1) Paramedic and one (1) EMT or higher.
23. Bidder shall use a computer aided dispatch (CAD) system. The CAD and 9-1-1 operations shall be compatible and maintained in accordance with the 9-1-1 Assistance District policies and procedures. Please contact the Executive Director of the Bell County Emergency Assistance District for current policies and procedures.
24. Bidder agrees to maintain current radio capabilities relating to radio communication with other agencies. If the City of Nolanville requests that Bidder establish a means of

directly communicating by radio with its police, fire, or public safety personnel, volunteers, or dispatchers, Bidder shall submit a plan for implementing such communications to the City of Nolanville within sixty (60) days of receiving the request from the City. Such a plan may require that the City of Nolanville share in the cost to establish direct communications.

### **Integration of First Responders**

25. To provide emergency pre-hospital patient care as quickly as possible to those in need, the City of Nolanville may operate the First Responders Program through their fire, police, or public safety departments. In some instances, the City of Nolanville may support a First Responder Program through a volunteer fire department that provides fire and rescue services within the city. Bidder commits to support and assist the First Responder Programs that are operated or supported by the City of Nolanville, whether provided through full-time paid employees or through a volunteer program.

### **City of Nolanville Remedies**

26. If conditions or circumstances constituting a default as set forth above, the City of Nolanville shall have all rights and remedies available at law or in equity under the contract, specifically including the right to terminate the contract. The City of Nolanville's remedies shall be cumulative and shall be in addition to any other remedy available to the City of Nolanville.

### **Provisions for Termination of Contract**

27. In the event of contract breach, the City of Nolanville will give the Bidder written notice, return receipt requested, setting forth with reasonable specifics the nature of the breach. Within ten (10) calendar days of receipt of such notice, the Bidder will deliver to the City of Nolanville, in writing, a plan to cure such breach. The plan will be updated, in writing, every ten (10) calendar days until the breach is cured. The Bidder shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the Bidder fails to cure such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the City of Nolanville), or the Bidder fails to timely deliver the cure plan, or updates to the City of Nolanville, the City of Nolanville may immediately terminate the contract. The Bidder will cooperate completely and immediately with the City of Nolanville to ensure a prompt and orderly transfer of all responsibilities to another provider as awarded by the City of Nolanville.
28. The Bidder will not be prohibited from disputing any findings of default through litigation, provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to another provider as award by the City of Nolanville. Such dispute by the Bidder will not delay the City of Nolanville access to

funds made available by the letter of credit or cash account. These provisions will be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a default has occurred will be initiated and shall take place only after the transfer of operations to another provider as awarded by the City of Nolanville has been completed, and will not, under any circumstances delay the process of transferring operations to the City of Nolanville or delay the City of Nolanville's access to performance security funds as needed by the City of Nolanville to finance such transfer of operations.

### **Indemnity Provisions -Indemnification and Hold Harmless**

29. BIDDER covenants and agrees to indemnify and does hereby indemnify, hold harmless and defend the City of Nolanville, its agents, servants or employees from and against any and all claims for damages or injuries to persons or property of whatsoever kind or character, whether real or asserted, arising out of or incident to the operation of BIDDER's ambulance service and all other of its operations arising under, or otherwise incident to, the provisions of this contract; and BIDDER hereby assumes all liability and responsibility for injuries, death, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during the term of this contract, arising out of or by reason of the operation of its ambulance service and all other of its operations arising under or otherwise incident to the provisions of this contract which arise in whole or in part from the negligence of BIDDER. Also, it is understood by BIDDER that it shall indemnify and protect the City of Nolanville from any liability, claims, suits, losses, damages or causes of action due to BIDDER's negligence, error or omission.
30. The successful Bidder shall furnish the Nolanville City Council with monthly reports of the successful Bidder's operations in a form acceptable to the City of Nolanville. Reports shall include the number of runs made by ambulances in the City of Nolanville and community actions provided by the successful Bidder or other information of reasonable request by the City of Nolanville.

### **Data Reporting Requirements**

31. The Bidder must be capable of producing the following reports to be submitted to the Nolanville City Manager monthly no later than the second Monday of the month:
  - a. Number of Non-emergency responses and response time data
  - b. Number of Emergency responses and response time data

### **Ambulance Transport Fees**

32. The Bidder shall furnish a proposed ambulance service fee schedule, which is comparative to other ambulance services operating at the same level, in the State of

Texas. This schedule of rates will be the maximum rate Bidder will charge a patient for rendering services during the first twelve (12) months of service.

33. After the first twelve (12) months, Bidder may request an increase of the fees for services rendered, following the below guidelines:
  - a. At least sixty (60) days in advance of any fee increase, Bidder shall file a copy of proof of the new fee schedule with the City of Nolanville.
  - b. The City of Nolanville may hold a public meeting at which Bidder representatives are present to respond to questions or comments from citizens concerned with Bidder services and fees for those services. The meeting shall be conducted at least twenty (20) days prior to the proposed implementation of the fee increases.
  - c. Any rate increases must be approved by the City of Nolanville City Council and shall be limited to one rate increase per year and all rate increases shall be proportionately based on the Medical Consumer Price Index (75%) and the Local Consumer Price Index (25%).

## **Insurance**

34. Successful Bidder shall maintain in full force and adequate insurance coverage in type and in amount acceptable to City of Nolanville. Certificates of insurance coverage shall be provided to the City of Nolanville reflecting coverage at the time an Agreement or Contract is signed and thereafter on the anniversary date of the Agreement or Contract.

## **Mutual Aid**

35. The Bidder shall, at a minimum, provide mutual aid as required by the Texas Department of State Health Services. Additionally, Bidder may enter into mutual aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the City of Nolanville's jurisdiction, provided that the level of service is substantially equal to that provided by the Bidder. Mutual aid may be utilized to augment, but not replace, the services that the City of Nolanville requires from the Bidder.

## **Character Competence and Professionalism of Personnel**

36. The City of Nolanville expects and requires professional and courteous conduct and appearance at all times from the Bidder's field personnel, medical communications personnel, middle managers and top executives.
37. All persons employed by the Bidder in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions and shall have passed a criminal record check. The Bidder shall provide documentation to the

City of Nolanville of compliance with this provision no later than the effective date of the contract.

### **Estimated Business Volumes**

38. The City of Nolanville specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long-distance transports, or frequency of special events coverage that may be associated with this procurement.

### **Notice of Litigation**

39. The Bidder shall agree to notify the City of Nolanville, City Manager within twenty-four (24) hours of any litigation or significant potential for litigation or any (new or current) Texas Department of State Health Services investigations of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City of Nolanville all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

### **Confidentiality of Submitted Material**

40. All material submitted in response to this RFP will be considered confidential to the extent allowed by law. This provision is designed to protect the information in a Bidder's submission. Further, it ensures that no other Bidder has access to competitors' materials prior to or after proposal submission and/or oral presentations.

41. All proposals and other materials submitted to the City of Nolanville will become the property of the City of Nolanville and will not be returned.

42. The successful Bidder will be required to assume coverage of the City of Nolanville on September 7, 2023 or a date agreed upon thereafter by the winning Bidder and the Nolanville City Council.

43. The Bidder is to provide the City of Nolanville a copy of their employee drug control policy, and the name of their training officer.

44. Bids must be effective for a period of forty-five (45) days from the date of opening.

45. The City of Nolanville reserves the right to waive irregularities in bids and to reject any and all bids.

46. The City of Nolanville reserves the right to select the bid that best meets the City's needs for EMS service.

47. The City of Nolanville reserves the right to negotiate more favorable terms with any and all Bidders.