

RFP
for
Ambulance Service
For the Area of
Panola County

Due on or before 9:00 a.m., April 25, 2023

Panola County Judge
110 S. Sycamore St.
Carthage, TX 75633

**Invitation to Submit Proposal to Provide
Advanced Life Support (ALS) Ambulance Service
For Panola County, TX**

The County of Panola invites experienced and qualified Bidders to submit proposals to provide Emergency Advanced Life Support (ALS) Ambulance Service as specified in this document for all portions of Panola County, Texas. The successful bidder will be awarded an exclusive contract for 1 year, with the opportunity to earn a 1 year extension. The contract start date will be June 28, 2023 at 12:01 a.m.

Responders shall submit one (1) original, four (4) copies, of the proposal, to Panola County Commissioners Court, Attention County Judge Rodger McLane, 110 S. Sycamore, Carthage, TX 75633, by April 25, 2023 9:00 a.m. C.S.T. The County will not accept proposals after the 9:00 a.m. submittal deadline. The *sealed* envelope shall be labeled as follows:

DO NOT OPEN - AMBULANCE SERVICE PROPOSAL

Submitted by: (name of firm)

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 Panola County 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 County 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 County 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 County's needs as identified in this invitation to submit a proposal. The County 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 best interest of the offeror 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 County.

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 County 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 County Judge at Rodger.McLane@co.panola.tx.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 County 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 County staff or elected officials regarding their qualifications or the award of contract, unless in response to an inquiry from staff or an elected official. Any violation may result in immediate disqualification of Proposers from the selection process.

2.0 Scope of Work

Successful proposer shall detail a plan to provide emergency medical transportation services to and or from medical facilities according to Texas Department of Health Standards of Care. Proposer shall detail the number of Mobile Intensive Care Unit Ambulances to be assigned to service the area of Panola County and the number of emergency services personnel that will staff each ambulance.

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

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

2.1 Mutual Aid

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

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 County 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:

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
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	Excessive Umbrella Liability
Combined Single limit for bodily injury and property damage of \$2,000,000 per occurrence or its equivalent	\$1,000,000 per occurrence

4.0 Reporting Requirements

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

5.0 TERM

The term of service shall be for ~~one~~ (1) year beginning June 28, 2023 and ending June 27, 2024, at midnight. The contract may be renewable for one or more year renewal periods, if both parties to the contract are in mutual agreement.

6.0 Remuneration

The County is seeking a proposal in which services as described in this request will be provided at no monetary cost to Panola County. 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 County, 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 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.

8.0 Discrimination Prohibited

Panola County 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.

9.0 Relationship of Parties

It shall be agreed and understood that the successful provider shall operate as and be an independent contractor. The County and Contractor are interested only in the results obtained hereunder, and the County has the general right of inspection and supervision in order to ensure satisfactory performance of these contracted services. However the County 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 County or offeror be deemed the employee or agent of the other, nor shall either party act as the agent of the other.

10.0 PROPOSAL CONTENT

10.1 Credentials

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

- Business name
- Legal business status (i.e. partnership, corporation, etc.)
- Number of years in 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

10.2 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 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.

10.3 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.

10.4 Provide certification of Insurability as described in section 3.0

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

10.6 Provide a specific list of supplies and services, if any, which would be provided by the organization to other 1st responders in an emergency situation.

10.7 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*

10.8 Financial Statement

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

10.9 Additional Information

Please provide any additional information you feel is relevant in helping Panola County choose an ambulance service provider.

10.10 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.

11.1 Venue

Any discrepancy or question of law concerning this agreement shall be heard in the County Court at Law of Panola County

Proposals must include:

Number of MICU ambulances to cover the area of Panola County.

Response time: provide call taking and dispatching capabilities. Contractor will utilize certified personnel for handling and disbursement of all emergency calls on a 24 hour a day, 7 days a week basis. Standard industry radio communications, paging and alert capabilities will be used at all times.

Subscription service cost without receiving subsidy from Commissioners' Court and/or Panola County. Contractor must comply with all state and federal regulations regarding billing and reimbursement for participants in the subscription service.

Services are not to be denied to non-subscribers or subscribers of non-current status.

Emergencies shall have first priority. Physician authorization may be required for non-emergency transfers.

Reasonable Cost for Services: Contractor will establish and render reasonable charges for services provided. Collection for such charges and amounts receivable will be the total and sole responsibility of Contractor, and neither the Commissioners' Court nor Panola County, Texas will have any financial interest in such charges or receivables.

Deployment of Resources: Commissioners' Court recognizes that the Contractor conducts similar EMS operations in several surrounding counties and that the effective deployment of ambulances may be necessary in peak times and times of disaster and catastrophe. Accordingly, the Contracting EMS will not be prohibited under the terms of the Agreement from dispatching ambulances customarily stationed in Panola County, Texas, to other counties as the need for the same. Similarly, Contractor agrees to dispatch to Panola County, Texas, all equipment which may be necessary, available and appropriate should some disaster or catastrophe arise in Panola County, Texas, or other circumstances require such even though the units dispatched may be otherwise customarily stationed in another area.

State policy for maintaining working relationships with first responders and law enforcement agencies.

Duration of Agreement: To be determined by Commissioners' Court of Panola County, Texas.

HIPAA: Both Contractor and the Commissioners' Court of Panola County, Texas shall comply with the privacy and security rules and regulations under federal and state law, as amended from time to time.

Concerns: Contractor shall state in the proposal the method of notification of issues and concerns to the Commissioners' Court of Panola County, Texas. Notification of the outcome and resolution of the concern should be within 10 days.