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REQUEST FOR PROPOSALS
RFP No. 2018-04-09

PROPOSAL INVITATION COVER SHEET

Commodity/Service: CITY OF ALICE EMERGENCY MEDICAL/AMBULANCE SERVICES

1st Newspaper Publication: Sunday - April 8, 2018
2nd Newspaper Publication: Sunday - April 15, 2018
Questions Due: Wednesday - April 25, 2018 5:00 pm
Pre-Proposal Conference: Wednesday - May 2, 2018 2:00 pm
Proposal Deadline: Tuesday - May 8, 2018 2:00 pm
Pre-Proposal Location: City of Alice, Council Chambers, 500 East Main Street, Alice, Texas 78332
Opening Location: City of Alice, Council Chambers, 500 East Main Street, Alice, Texas 78332
For a copy of RFP specs: Contact Diana L Lopez, City Clerk, at cityclerk@cityofalice.org

NOTICE

All pages of this request must be initialed (a place for such is provided at the bottom of each page) by the person authorized by your company to commit your company to all instructions, conditions and pricing as defined, or entered in or on, the documents. Your initials indicate that you have read, understand and agree to all instructions and conditions included in this request. Bids or proposals returned without all of the pages, or pages that are not initialed, may be considered "non-responsive" and can be rejected.

TO BE COMPLETED BY BIDDER

The undersigned agrees, if this bid offer is accepted within _____ calendar days (120 days unless different period is inserted) after date of opening, to fully comply in strict accordance with the invitation, bid, specifications and provisions attached thereto for the amounts shown on the accompany bid sheet(s).

Firm: _____
Signature of Person _____
Authorized to Sign Proposal: _____
Signor's Name and Title _____
(Print or type): _____

Date: _____

Telephone: _____

Email: _____

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REQUEST FOR PROPOSAL

EMERGENCY MEDICAL/AMBULANCE SERVICES for the City of Alice

INTENT OF RFP

The intent of this Request for Proposal (RFP) and the goal of the City of Alice is to contract for Emergency Medical Services (EMS) Ambulance Services with the most qualified contractor, able to meet the specifications associated with the Scope of Work and offering the best response times.

SPECIAL INSTRUCTIONS

LIMITATIONS

The City of Alice reserves the right to accept or reject any or all proposals as a result of this request for proposal, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the City of Alice. This RFP does not commit the City of Alice to award a contract, issue a Purchase Order, or pay any costs incurred in the preparation of a proposal in response to this request. Proposals may be held for one hundred and twenty (120) days after opening without taking action.

The Alice City Council must approve the firm selected to provide this service. The Alice City Council shall authorize contract negotiations to begin without further discussion with the proposers; therefore, each proposal should be submitted as completely as possible. The Alice City Council reserves the right to request additional data or oral discussions/presentations in support of the written proposal. **Contracts may be awarded for this service on the basis of the best interest of the City of Alice, cost, content and other factors being considered in the RFP.**

BID PROTEST PROCEDURE

Any actual or prospective Proposer who believes they are aggrieved in connection with the awarding of a bid or a proposal may file a protest. They must deliver a written complaint to the City of Alice City Clerk in person or by certified mail within five (5) business days of receipt of notification of bid award recommendation being submitted to the City Council that identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the bid or proposal being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits, evidence or documents to prove any claims.

The City of Alice will attempt to resolve the allegations. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the City Council of the resolution with specifics on each point addressed in the protest.

If the City of Alice is successful in resolving the allegations by mutual agreement, the protest along with the comments will be forwarded to the City Council. The City of Alice will review all documentation. If the City of Alice desires further information, they will notify all interested parties of the additional information required. The decision reached by the City of Alice shall be final and conclusive. The Request for Proposal will then be forwarded to the Alice City Council to be awarded.

CONTACT PERSON/RFP ADMINISTRATOR

This RFP is issued by the City of Alice, Texas. Inquiries involving the procedural matters, the scope of work, minimum qualifications, or response requirements of the RFP should be submitted to Michael Esparza, City Manager, City of Alice, as follows:

Michael Esparza
City Manager
City of Alice
P. O. Box 3229
Alice, Texas 78333
Tel: 361.668.7210
Fax: 361.668.4353
Email: cityclerk@cityofalice.org

PROPOSED SCHEDULE OF EVENTS

<u>TASK/EVENT</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
1st Newspaper Publication:	Sunday -	April 8, 2018	
2nd Newspaper Publication:	Sunday -	April 15, 2018	
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	500 East Main Street, Alice, Texas 78332		
Opening Location:	City of Alice, Council Chambers		
	500 East Main Street, Alice, Texas 78332		

The proposed schedule of events is tentative and may be modified throughout the RFP process.

PRE-PROPOSAL CONFERENCE

A meeting of all interested parties will be held as stated above in the Alice City Council Chambers, 500 East Main Street, Alice, Texas 78332, to receive and answer questions related to the specifications, venues and proposal process. Written questions may be presented prior to the meeting so that the City of Alice may be prepared to answer them during the meeting. If additional questions are raised during the meeting, the City of Alice reserves the right to reply in writing at a later date.

GENERAL INFORMATION

The general information includes details about this particular RFP and is a supplement to the standard purchase Terms and Conditions, Instructions to Bidders, Purchases to Other Governmental Agencies, Resident Certification, Minority/Women Owned Business Certification and Drug-Free Workplace Act Certification in Appendix A.

SUBMISSION FOR PROPOSALS

1st Newspaper Publication: Sunday - April 8, 2018
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Pre-Proposal Location: City Council Chambers, 500 East Main Street, Alice, Tx 78332
Opening Location: City Council Chambers, 500 East Main Street, Alice, Tx 78332

To be considered, one (1) original and four (4) copies of your sealed proposal must be received by the proposal deadline. "Do not open in the Mail Room" should be clearly written in the lower left corner of the envelope. Sealed proposals are to be submitted in an envelope marked on the outside as indicated below with the name and address and opening date:

If mailing your proposal, use the following address.

D Lopez
City Clerk
City of Alice
Post Office Box 3229
Alice, Texas 78333-3229

Or for **courier delivery**, use the following address.

D Lopez
City Clerk
City of Alice
500 East Main Street, Room 202
Alice, Texas 78332

**Proposals received after the stated deadline will not be considered
and will be returned unopened.**

REJECTION OF PROPOSALS

The City of Alice reserves the right to reject any and all proposals received in response to this request, and to waive any informality, technical defect or clerical error in any proposal, as the interests of the participants may be best served.

Non-acceptance of any proposal will be devoid of any criticism of the proposal, and of any implication that the proposal or anticipated products or services are deficient in any matter.

Non-acceptance of any proposal shall be construed as simply meaning that the City of Alice did not deem the proposal to be acceptable, or that another proposal was deemed to be more advantageous to the City of Alice for the particular services proposed.

ACCEPTANCE OF PROPOSAL CONTENT

In evaluating the proposals, the City of Alice reserves the right to use any or all information from the submitted proposals without limitations. All submitted material becomes the property of the City of Alice.

The evaluation of the proposals and recommendation of the award of a contract will be at the discretion of the City of Alice. The contents of the selected proposal may become contractual, if an award of contract is made by the City of Alice.

CONFIDENTIALITY OF DOCUMENTS

All proposals submitted will be deemed confidential during the evaluation process. Proposals will not be available for review by anyone other than the City of Alice and/or authorized agents or representatives of the City of Alice. Following award of a contract, all proposals shall become public documents, available for public view upon written request. Any and all proprietary or confidential material will remain unavailable for public viewing if so noted and designated in writing in the RFP response.

CONTACT WITH CITY EMPLOYEES AND OFFICIALS

In order to ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the person(s) so named herein.

PROPOSAL EXPENSES

Expenses associated with the development of proposals are entirely the responsibility of the bidder and shall not be charged in any manner to the City of Alice. All submitted material becomes the property of the City of Alice.

CONTRACT TERMS AND CONDITIONS

A formal written contract, drawn by the City of Alice's City Attorney will be entered into between the City of Alice and the successful bidder. Information included in the proposal submitted will be substantially incorporated into the contract between the City of Alice and the contractor selected. See sample contract in Appendix B. This sample contract will be the basis for negotiating the final contract.

The contract(s) will not be binding on/or, in any force until approved by the City Council and signed by the appropriate officials. The contractual period will begin the day as established by the mobilization time needed by the successful contractor and after the City Council has awarded the contract and will continue for three years.

Service Rates will remain firm as negotiated for at least one contract year. Rate adjustments may be requested annually, in writing to the City of Alice and should include justification data. The City of Alice reserves the right to reject these requests at its discretion.

BASIS OF AWARD

The City of Alice will award this contract to the most qualified and responsible proposer that is able to meet the scope of work requirements and RFP specifications. Evaluation factors to determine the winning proposer will include:

<u>Criteria</u>	<u>Definition</u>	<u>Relevance</u>
Response times:	Response times for Emergency and Non-emergency calls offered	25%
Support Services:	Dispatch, CAD, Equipment Replacement, Training, Replacement of supplies, Report Generation, Transparency of Unit Placement/Coverage	20%
Qualifications:	Supervisory and Management staff and EMS/Ambulance personnel	20%
Financial Strength:	Dunn & Bradstreet rating, Audits, Bondable	10%
Transport cost:	Anticipated costs to perform patient transports	10%
Mobilization Time:	Amount of time needed by contractor for Mobilization and begin to meet contract obligations	10%
Experience:	Number of years that company has been in the Health Care Services business and quality of references	5%
TOTAL		100%

RESPONSIBILITY OF PROPOSAL RESPONDENT

It is the responsibility of the proposal respondent to provide all appropriate data, documents, audits, and any and all pertinent information that will thoroughly inform the evaluation committee to adequately and fairly score the submitted proposal. Absence of information that does not allow for each criterion to be addressed may be cause for proposal to be deemed non-responsive and will be eliminated from further consideration.

CONTRACT SCOPE OF WORK AND OPERATIONAL REQUIREMENTS

The successful contractor will be required by contract to provide for Emergency Medical Services (EMS)/Ambulance Services as described in the sample contract and as negotiated in the final contract. Proposal responses shall include all proposers' exceptions to the sample contract on company letterhead.

REQUIRED CONTENTS OF PROPOSAL RESPONSE

All submitted proposals should include, as a minimum, the information listed below. Please utilize the same format and sequence for the listed items. Failure to follow this outline will make a proper review of the proposals more difficult. Submit one (1) original and four (4) copies of your response.

- A. Transmittal letter including the name, address and signature of the company representative authorized to submit the proposal, negotiate the contract, and execute the contract.
- B. Statement of Assurance that company can comply with the City of Alice's current and future requirement for service and that company agrees to provide accurate information in the proposal response and that, if selected, will execute contract negotiations in good faith.
- C. List individual(s) who will be leading and managing the personnel to perform this contract, and their experience and qualifications.
- D. List similar contracts and entities with which the company has been involved. List names and phone numbers of at least five active customer references for contact purposes.
- E. Clearly list proposed response times.
- F. Thoroughly describe support services. Provide samples of policies, procedures, reports, inventories, training program, etc.
- G. Clearly list anticipated cost to provide all services.

- H. Provide financial documents such as the last year's audited financial statements, and Dunn & Bradstreet ratings.
- I. Describe qualifications of supervisory and EMS/Ambulance personnel that will perform contracted services.
- J. Detail the time it will require your company to mobilize personnel, equipment, and supplies needed to begin to meet contract obligations.
- K. State the number of years that company has been in the Health Care Services business. Provide the company's Texas Department of State Health Services license number.
- L. Provide any other pertinent data needed for adequate evaluation of proposal criteria.
- M. Complete and return all documents in Appendix A.
- N. List, on company letterhead, all exceptions to the terms and conditions of the sample contract and proposed alternative language referencing page number and the contract section number.

Appendix A

RESIDENT CERTIFICATION

Chapter 2252 of the Texas Government Code “CONTRACTS WITH GOVERNMENTAL ENTITY, SUBCHAPTER A. NONRESIDENT BIDDERS”:

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.

(1) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

(2) "Governmental entity" means:

(A) A municipality, county, public school district, or special-purpose district or authority;

(3) “Nonresident bidder” refers to a person who is not a resident.

(4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that as defined in Texas Government Code, Chapter 2252 that:

COMPANY NAME: _____

Yes, I am a Texas Resident bidder; _____ No, I am not a _____ Resident bidder.

PRINTED NAME: _____

SIGNATURE: _____

E-MAIL ADDRESS: _____

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL

Appendix A, Continued

Minority/Women Owned Business Certification

The City of Alice is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, and Native Americans.

Certification: Bidder declares a minority and/or women owned business status:

___ YES; ___ NO.

If yes, check one, or more, of the following blocks:

Female _____; Asian _____; Black _____; Hispanic _____; Native American _____

PRINTED NAME: _____

SIGNATURE: _____

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL

Appendix A, Continued

DRUG-FREE WORKPLACE ACT CERTIFICATION

1. The **BIDDER** certifies that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the Contractor's workplace are prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
 - (e) Notifying the City of Alice within ten (10) days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction.

- (f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d) (2), with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such an employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by the Contractor are provided on an accompanying list.

Name of Bidder:
 Street Address:
 City:
 Zip Code:

SIGNED BY: _____
 Bidder Representative

Date: _____

Appendix B

THE STATE OF TEXAS
COUNTY OF JIM WELLS

§
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**AGREEMENT FOR EMERGENCY
MEDICAL SERVICES**

NOW, THEREFORE, this Agreement for Emergency Medical/Ambulance Services is made by the City of Alice (hereinafter referred to as “CLIENT” and _____ (hereinafter referred to as “BIDDER”).

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. DEFINITION OF TERMS: The following words shall be defined as currently set out in Chapter 773 of the Texas Health and Safety Code (or as amended hereafter by state law):**

Advanced Life Support (ALS) – Emergency pre-hospital care that uses invasive medical acts.

Basic Life Support (BLS) – Emergency pre-hospital care that uses noninvasive medical acts.

Field Personnel – All those employees of the Company who have direct telephone or in-person contact with the public in the routine course of rendering the services which are the subject of this contract.

Emergency Medical Services—services used to respond to an individual’s perceived need for immediate medical care and to prevent death or aggravation of physiological illness or injury.

Mobile Intensive-Care Unit—A mobile intensive-care unit or a specialized emergency Medical services vehicle.

Lame Duck Operator – A Company who has failed to secure designation as successful Proposer under a future competitive request for proposals process, and who shall continue to furnish service under this contract during the lame duck period between the announcement of the new successful Proposer and the date of takeover by the new company.

Company/Bidder: That organization selected to perform the work which is the subject of this contract, and that uses or maintains emergency medical service vehicles and personnel to provide emergency medical care or non-emergency transportation of the sick or injured.

Dispatch: Any instructions from the **COMPANY’s** dispatcher for an ambulance to travel in response to an emergency or urgent call for service.

Field Personnel – All those employees of the **COMPANY** who have direct telephone or in-person contact with the public in the routine course of rendering the services which are the the subject of this contract.

Incident Commander – Police, fire, or public safety officer who has overall control and command at an incident.

Response Time: The total elapsed time between the moment **COMPANY'S** communication center personnel have acquired a call-back number, patient location, and nature of problem information (i.e. "Time call received") and the moment the **COMPANY'S** responding MICU arrives upon the scene of the emergency incident (i.e. "Time MICU arrived").

Mobil Intensive Care Unit emergency services vehicle: Emergency ambulance service that utilizes a vehicle designed and qualified as a Mobil Intensive Care Unit emergency services vehicle as defined by the Health and Safety Code or any amendments or modifications thereto, and has sufficient equipment and supplies to provide Mobil Intensive Care Unit emergency services and has qualified personnel to render such services.

First Responder Organization: A group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provide immediate on-scene care to ill or injured persons but do not transport such persons.

Emergency Pre-hospital Care – Care provided to the sick or injured before or during transportation to a medical facility, including any necessary stabilization of the sick or injured in connection with that transportation.

First Responder – Certified emergency medical personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons but does not transport those persons.

Medical Supervision – Direction given to emergency medical services personnel by a licensed physician under the Medical Practice Act (Texas Revised Civil Statute Article 4495b) and the rules adopted under that Act by the Texas State Board of Medical Examiners.

The following definitions shall apply throughout this Agreement:

Ambulance – Any vehicle licensed by the State of Texas for the purpose of transporting sick and/or injured persons.

Arrival, Arrive or Arrives – An Ambulance “Arrives” at the scene of an incident when it is on-scene and is not moving.

Dispatch – Any instructions from the Bidder’s dispatcher for an ambulance to travel in response to an emergency or urgent call for service.

EMS – Emergency Medical Services.

Incident Commander – Police, fire, or public safety officer who has overall control and command at an incident.

Multiple Casualty Incidents (MCI) – Incidents involving three (3) or more casualties and needing multiple ambulances. MCI’s are declared to be MCI’s by on-scene Incident Commanders.

Mutual Aid Calls – Any request to an emergency call originating outside the boundaries of the City of Alice to assist another EMS provider or public agency.

Public Safety Agency – The division of a public agency that provides fire fighting, police, medical, or other emergency services, or a private entity that provides emergency medical or ambulance services.

Public Service Answering Point (PSAP) – A continuously operated communications facility that is assigned the responsibility to receive 9-1-1 calls as the first point of reception, and as appropriate, to dispatch public safety services or to transfer or relay 9-1-1 calls to appropriate public safety agencies.

Service Area – Perform as an independent contractor, under the terms and conditions of the contract, for the benefit of the CITY and its residents, all emergency ambulance service on all emergency calls for the general public within the City of Alice limits.

2. **PERFORMANCE STANDARDS & QUALITY ASSURANCE**

RESPONSE TO CALLS

BIDDER will respond with an MICU ambulance to all emergency calls within the city limits covered by the City of Alice within seven minutes and fifty-nine seconds (7:59) at least 90% of the time. **BIDDER** will respond with an MICU ambulance to all calls within the boundaries of the area covered by the City of Alice. These response times will be computed on a calendar month basis. If the City annexes land, **BIDDER** will have an automatic sixty (60) day exemption from response time compliance to the annexed area.

BIDDER will respond with a BLS ambulance to non-emergency calls with the City limits of the City of Alice, within ten (10:00) minutes at least 90 % of the Time.

BIDDER will report when in route and arrival time to the City of Alice Communication Center at a minimum.

Compliance with the response time standards as specified in this Agreement will be determined by the City of Alice, or the City's designee(s), based on records submitted by **BIDDER** on a monthly basis as required. **BIDDER** agrees to provide any and all documentation relating to any call as may be requested by the City of Alice for the purpose of determining compliance with the Agreement as request contain information protected by a patient's right of privacy or medical confidentiality, that specific information may be redacted from the document or information provided to the City of Alice.

In submitting the monthly reports on responses as required by Section 4.A Page 20, if **BIDDER** wants a call exempt from this response time standard, it shall note that on the report forms and include whatever documentation it deems appropriate to establish that the response should be exempt from the standard. The City of Alice shall review the request for an exemption and try to determine whether to grant the exemption within thirty (30) days of the request. If additional time to make the determination beyond the thirty (30) days is needed, the City of Alice shall advise **BIDDER** of the time needed and the reason for the delay.

Response time for all calls will be calculated from the moment the **BIDDER** dispatch center receives the call and obtains the location, type of emergency, and call back phone number (if available) to dispatch an ambulance to the location of an emergency to the moment the dispatched ambulance arrives at the location of the emergency or designation staging area. At the moment of arrival, the ambulance crew will notify the **CLIENT** dispatch center of arrival.

BIDDER commits to 90% compliance to all response time criteria measured on a monthly basis.

Response Time Exemptions – In determining whether a run to a call is exempt from the response time standard, factors to be considered by the City of Alice shall include, but are not limited to:

Calls where information on medical need is not immediately available (this situation exists when an ambulance is not originally dispatched after the PSAP receives the call, but is subsequently requested by on-scene police, fire, or public safety personnel);

Ambulances blocked by a train (Ambulances will immediately notify the **BIDDER'S** dispatcher when an ambulance is blocked by a train and when the train is cleared and travel resumes);

In the event of MCIs, all ambulances responding to the MCI call other than the first ambulance on the scene;

Severe weather conditions including dense fog, heavy rain or flooding, snow, or ice, except if inclement weather was predicted sufficiently in advance that levels of preparedness should have been increased and such steps were not taken;

Situations where the dispatch center received false or inaccurate information or was unable to obtain adequate response information;

Calls for standby at fire service calls.

Calls for standby at law enforcement incidents.

Request for service that did not meet the response time requirements shall be reported to the CITY with 72 hours of the incident. All information regarding the incident shall be provided to the CITY, time of call, response priority, medical need, and reason unit did not meet response time. After the CITY reviews all information the CITY will notify the COMPANY if an exemption will be allowed. The City will have up to 5 (five) working days to respond to the COMPANY.

Failure to Meet Response Time Standards – If the City of Alice finds that **BIDDER** is failing to meet the minimum response time standards specified in this Agreement, the City shall notify **BIDDER** of such finding(s). Upon receipt of such notice, **BIDDER** will immediately take all steps necessary to remedy these problems, including but not limited to, increasing the number of in-service ambulances available.

For each 1% that the bidder falls below Response Time requirements, 5% will be deducted from the subsidy such that at 79% Response Time performance, the proposer receives no (-0-) subsidy.

3 **EQUIPMENT AND PERSONNEL**

BIDDER warrants that it is licensed, equipped, staffed, and prepared to provide required services on the terms and conditions set forth in this Agreement.

BIDDER shall maintain three (3) MICU Ambulances at all times with necessary equipment and on-duty qualified personnel to meet the response time standards set forth in Section 2, Page 16 of this Agreement, and to provide the appropriate level of pre-hospital emergency medical care, as established by the local medical protocols.

For all responses, **BIDDER** shall staff Ambulances with two persons and at least one (1) shall be an EMT-P. **BIDDER** will assure that on-duty personnel appear neat, clean, wear clean and pressed uniforms and be able physically and mentally to perform all functions allowed by their required or voluntary certifications and /or licenses.

When there is only one (1) MICU Ambulance available to respond to service requested in the City, the **BIDDER** shall staff additional MICU Ambulance to ensure that there are no delays in response to services requested.

Ambulances shall be equipped to provide MICU pre-hospital care to the standards established by federal, state and local regulations, policies, procedures and protocols. **BIDDER** shall maintain all ambulances, as well as other emergency medical equipment and supplies, in a safe, sanitary and fully operational condition at all times.

Representatives of the City of Alice shall inspect, or have inspected, the MICU Ambulances on a monthly basis to determine if they are properly maintained and in compliance with all applicable laws and regulations. If a vehicle is determined not to be compliance with applicable laws and regulations, or to otherwise not be roadworthy, the vehicle may be declared to be out of service, in which case the vehicle cannot be used to provide services under this contract until the City of Alice representatives re-inspect the vehicle and declare it to be in full compliance and roadworthy. The City of Alice may seek the assistance of the Texas Department of Public Safety or other persons to determine the roadworthiness of a vehicle.

Representatives of the City of Alice shall have the right to inspect, or have inspected, emergency medical equipment and supplies stored or kept on vehicles of **BIDDER** to determine if they are properly maintained and in compliance with all applicable laws and regulations. If a piece of equipment is determined not to be in compliance with all applicable laws and regulations, or otherwise unsafe or unsanitary, the equipment may be declared to be out of service for this contract and cannot be returned to service until approved by the City of Alice.

If supplies are determined not to be in compliance with all applicable laws and regulations, or otherwise unsafe or unsanitary, the supplies may be declared to be unusable in providing services under this contract, and shall be replaced immediately.

Any inspections to be performed will occur only after notifying management staff (24 hour advance notice) of **BIDDER**, who will accompany the inspector(s). No inspections will occur on the scene of calls, at health care facilities, or any substations other than **BIDDER** administrative offices.

The City of Alice may tour the offices, substations, and storage facilities of **BIDDER** after giving reasonable notice (24 hour notice) to **BIDDER** and while accompanied by **BIDDER** management staff.

3. A. MUTUAL AID AGREEMENT

The **BIDDER** shall sign mutual aid agreement with (all) other providers within the City of Alice within thirty (30) days from the start of the Contract and must be for the duration of the Contract.

The bidder shall notify the City of Alice of the companies that they have signed mutual aid agreements with. The Bidder shall notify the City of Alice if a mutual aid agreement is terminated within 15 days of termination.

4. **QUALITY CONTROL**

Local Medical Control – Medical quality control shall be provided through the employment by **BIDDER** at its 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 transports.

4. A **REPORTS AND RECORDS**

Response Time Report – A monthly report on all ambulance calls in the city limits shall be filed with the City of Alice by the 10th day of the next month. This report shall be submitted in a report format approved by the City of Alice and shall include at a minimum the response time as measured in minutes and seconds for all calls dispatched, the nature of the call as known at the time of the dispatch, and an indication of whether a patient was or was not transported. The report shall list separately all originating calls.

Annual Financial Reports – **BIDDER** shall provide the City of Alice with an audit performed by a certified public accountant, as well as providing annual gross average patient charges.

As request, **BIDDER** shall submit to the City of Alice reports and documents related to ambulance calls on **BIDDER** operations.

Complying with the reporting and records requirements of this Agreement shall be at the expense of **BIDDER**.

METHODS TO ACHIEVE STANDARDS – **BIDDER** shall be responsible for determining how to meet standards set by this Agreement. Meeting the standards set by this Agreement includes taking steps to increase preparedness levels when inclement weather is predicted or other events are scheduled sufficiently in advance to alert **BIDDER** to reasonably anticipated additional needs in providing service. **BIDDER** will maintain a system status plan that is dynamic and based on historical call demand. **BIDDER** agrees to a minimum staffing of an average of 72 unit hours a day. Any reduction in staffing below an average of 72 unit hours per day must be approved by the City of Alice in advance of implementation.

NON-DISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES

BIDDER shall not discriminate in the provision of services under this contract because of race, color, creed, national origin, religion, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e et seq., rules and regulations promulgated pursuant thereto, or as otherwise provided by federal, state and local laws, regulations or ordinances as they now exist and may hereafter be amended or added. Nor shall there be any discrimination based on a person's sexual preference or ability to pay for **BIDDER** services.

In addition to all other contractual or legal duties and obligations, **BIDDER** shall:

ensure that its appropriate personnel involved in providing services under this Agreement are educated regarding Acquired Immunity Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC);

ensure that services under this Agreement are provided to persons with AIDS or ARC or identified as HIV positive, if such persons are otherwise eligible for services; and

not deny services under this Agreement solely because a person is HIV positive or has AIDS or ARC,

not deny services under this Agreement solely because a person is affected with any other infectious disease.

BIDDER may not refuse to provide services for indigent or uninsured persons.

5. AMBULANCE TRANSPORT FEES

PUBLIC TRANSPORT

Within ten (10) days of the execution of this Agreement by **BIDDER**, **BIDDER** shall file with the City of Alice a schedule of rates that will be the maximum rate **BIDDER** will charge a patient for rendering services during the first twelve (12) months of this Agreement.

After the first twelve (12) months, **BIDDER** may increase the fees for services rendered, and annually throughout the term of this Agreement.

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 Alice. **BIDDER** shall publish a notice in a newspaper of general circulation within the City of Alice showing the prior base rate fee and the proposed base rate fee at least forty-five (45) days in advance of any fee increase.

The notice shall include the name and business address to the City of Alice as the place where interested persons may send comments or questions about ambulance transport fees. A local name, address, and telephone number of the **BIDDER** representative who can be contacted with questions or comments shall be listed in the notice.

The City of Alice 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. After this meeting, the City of Alice shall decide whether to accept or reject the proposed rate increase.

CITY EMPLOYEES – BIDDER shall provide emergency transport services to any on duty city employee of the City of Alice without any charge to the City of Alice or the individual transported.

6. **LIQUIDATED DAMAGES AS REMEDY**

Because the City of Alice will suffer damages from any violation of this Agreement, which damages may be uncertain and difficult to quantify, the City of Alice and **BIDDER** agree to the following schedule of liquidated damages:

For each 1% that the bidder falls below Response Time requirements, 5% will be deducted from the subsidy such that at 79% Response Time performance, the **BIDDER** receives no (-0-) subsidy.

For failure to respond in under 8 minutes (8:00) following dispatch for two consecutive months on a minimum of ninety percent (90%) of all emergency calls within the City limits, **BIDDER** shall be assessed five percent (5%) of monthly payment for each percentage point below the ninety percent (90%) level.

For failure to provide data, documents, reports, or information as required, **BIDDER** may be assessed \$500 per day for each day, or part thereof, that such data, documents, reports, or information is not provided after the due date upon affirmative vote of the City of Alice.

Before assessing liquidated damages against **BIDDER**, the City of Alice shall give **BIDDER** ten (10) days written notice of its intention to assess such damages. If **BIDDER** believes that grounds for assessing liquidated damages do not exist or the amount being assessed is not correct, **BIDDER** shall have ten (10) days to file an appeal of the assessment with the City of Alice. The City of Alice shall hold a meeting to consider the matter and make a decision within thirty (30) days of the appeal. The decision of the City of Alice shall be final.

When liquidated damages are assessed, **BIDDER** shall have ten (10) days from the date of the assessment notice or from the date of the City of Alice decision if the assessment is appealed, to pay to the City of Alice the assessed amount.

The collection of liquidated damages as a remedy may be in addition to the City of Alice taking action to terminate this Agreement because of the material breach in the terms of this Agreement.

7. TERM OF AGREEMENT INITIAL TERM

The term of this Agreement shall be for three years beginning at 12:01 a.m. on _____, 2018 and ending at 11:59 p.m., _____, 20__, unless sooner terminated as provided herein.

8. TERMINATION OF AGREEMENT

THE CITY OF ALICE shall have the right to terminate or cancel this Agreement or to pursue appropriate legal remedy in the event **BIDDER** materially breaches this Agreement and fails to correct such breach within seven (7) days following the service of a written notice by THE CITY OF ALICE certifying the breach and the effective date of intended termination of this Agreement absent a cure. Conditions and circumstances which constitute a material breach by **BIDDER** shall include, but are not limited to the following:

Failure of **BIDDER** to operate the ambulance service, which enables **BIDDER** to remain in compliance with the requirements of this agreement and the applicable Federal, State and local laws, rules and regulations. Minor violations of such requirements shall not constitute a material breach except, however, willful and/or repeated violations shall constitute a material breach.

Falsification of data supplied to THE CITY OF ALICE, or other applicable regulatory agencies, including by way of example but not by way of exclusion: dispatch data, patient report data, response time date, financial data, or falsification of any other data specifically required under the Agreement or requested by the City of Alice.

Failure to maintain vehicles and equipment in accordance with accepted industry standards of preventative maintenance practices. Minor violations of such requirements shall not constitute a material breach; however, willful and/or repeated violations shall constitute a material breach. A willful violation may include the failure to correct a minor violation after notice and after a reasonable time to take corrective action.

Failure to meet response time requirements for more than three (3) consecutive months or four months during any 12-month period, as required by this Agreement.

Failure to provide and maintain the required insurance as set forth in this Agreement.

Failure to pay liquidated damages in a timely manner as provided in this Agreement.

Failure to provide or maintain a suitable performance bond as required by Section 10
Page 25 of this Agreement.

The City of Alice may terminate without cause at the end of the initial six (6) months Probationary period.

THE CITY OF ALICE and/or **BIDDER** may terminate this Agreement without cause, upon sixty (60) days written notice served upon the other. Upon the giving of such notice, this Agreement shall automatically terminate on the sixtieth (60th) day from the date of said notice. Termination of this Agreement pursuant to the provisions of this section shall not release or discharge any of the parties from any rights or obligations accrued herein under prior to such termination.

THE CITY OF ALICE may terminate this Agreement upon one hundred and eighty (180) days written notice served upon **BIDDER** if legislation or judicial decision indicates this Agreement violates antitrust laws.

The remedies provided in this Agreement shall not limit or affect the right of THE CITY OF ALICE or **BIDDER** to pursue any other remedies including, but not limited to, law or equity, to terminate this Agreement.

In the event this Agreement is suspended and/or terminated, the CITY OF ALICE retains the right to provide emergency ambulance transport services in any manner and anywhere deemed proper by THE CITY OF ALICE.

9. **STATUS OF BIDDER**

INDEPENDENT CONTRACTOR – It is understood and agreed that **BIDDER** is an independent contractor and that no relationship of employer employee exist between the parties hereto.

Neither **BIDDER** nor any of **BIDDER** employees, agents, partners, officers and/or contractors shall be entitled to any benefits payable to employees of the City of Alice.

BIDDER is subject to the control or direction of THE CITY OF ALICE, the City of Alice as specified in this Agreement, merely as to the result to be accomplished by the services hereunder to be rendered and performed and not as to the means and methods for accomplishing the results.

10. **PERFORMANCE BOND**

BIDDER shall acquire and provide a performance bond in the amount of One Hundred Thousand Dollars (\$100,000) in United States currency on the effective date of this agreement. This bond shall be paid to THE CITY OF ALICE in the event that **BIDDER** becomes unable to provide services under this contract. THE CITY OF ALICE shall use this bond solely to provide emergency ambulance transport services until another

provider is chosen and begins to provide comprehensive services to THE CITY OF ALICE. The provider of this performance bond shall give THE CITY OF ALICE thirty (30) days notice of any default by BIDDER and shall not require unduly burdensome conditions precedent to the collection of this bond.

11. INDEMNIFICATION

BIDDER shall indemnify, defend and hold harmless the City of Alice, their elected officials, officers, agents, and employees from any and all claims, demands, damages, costs, expenses, (including attorney's fees), judgments, or liabilities arising out of, occasioned by or pertaining to:

The execution, performance, attempted performance of, or failure to perform this Agreement, including but not limited to any act, or omission to act, on the part of the **BIDDER** or its agents or employees or other independent contractors directly responsible to **BIDDER**, regardless of whether caused in part by a party indemnified hereunder; and

Any injury or claim of injury suffered by **BIDDER** or its agents or employees or other independent contractors directly responsible to **BIDDER**, occurring on or caused by THE CITY OF ALICE property, regardless of whether caused in part by a party indemnified hereunder.

Any action or omission by an employee or volunteer of THE CITY OF ALICE that assists **BIDDER** by aiding **BIDDER** employees providing care to a patient if action or omission was the result of a grossly negligent or negligent act of the employee or volunteer.

12. INSURANCE

Without limiting any indemnification under this Agreement, **BIDDER** shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance covering its operations. The types of insurance to be secured, its specifications and the amount of coverage shall be as specified in the following.

COMPANY hereby agrees and shall indemnify and hold harmless the City of Alice and its individual employees, officers, and elected officials from claims arising in the course of COMPANY'S conduct of operations under this contract. COMPANY shall also obtain and maintain during the term of the contract workers compensation insurance as prescribed by the law of the State of Texas.

All policies shall contain endorsements providing that the CITY OF ALICE is Additional insured. This insurance shall not be canceled, suspended, limited, voided, reduced in coverage, non-renewed or canceled for nonpayment of premium until after sixty (60) days advance written notice has been given to the City of Alice.

All policies shall also contain endorsements providing that employees or volunteers of the CITY OF ALICE that assist **BIDDER** by aiding Bidder employees providing care to a patient are additional insured.

Certificates or Binders evidencing the maintenance of **BIDDER** insurance coverage showing the endorsements specified herein and compliance with the provisions of this Agreement shall be filed with the City of Alice prior to the effective date of this Agreement. **BIDDER** shall also file with the City of Alice certificates of renewal for these policies that are renewed during the term of this Agreement, or new certificates for any policies replaced or modified during the term of this Agreement.

No ambulance vehicle shall be operated in the CITY unless there is coverage at all times in full force and effect as follows:

BIDDER shall carry a commercial/comprehensive general liability insurance policy, providing protection against claims for bodily injury and property damage for premises and operations; personal injury for premises and operations; independent contractors (if any basis); incidental contracts, contractual liability; and products and completed operations. To the extent coverage is not otherwise provided under the business automobile liability policy specified in this Agreement, coverage under this policy shall also include non-owned automobiles. A “claims made” policy form is not acceptable. The commercial/comprehensive liability coverage shall not be less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury, or property damage, combined single limit, on an occurrence policy form.

Uninsured motorist coverage in an amount equal to the bodily injury liability limits set forth in the preceding paragraph.

BIDDER shall carry a professional liability (malpractice liability) insurance policy providing protection against legal liability arising out of an occurrence of malpractice, error or mistake in rendering or failing to render professional services in the practice of the **BIDDER**'s profession. The professional liability (malpractice liability) coverage shall not be less than One Million Dollars (\$1,000,000) bodily injury or personal injury per occurrence. If such policy is provided on a “claims made” form, the retroactive date must be the date this Agreement becomes effective or a date prior to the effective date of this Agreement. The claims made tail coverage shall not be less than two (2) years after the policy expiration.

BIDDER shall carry a business automobile liability policy providing protection against loss as a result of liability to others arising out of the ownership, maintenance, or use of any automobile and resulting in bodily injury or property damage. The business automobile liability coverage shall not be less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury or property damage, combined single limit.

BIDDER shall carry an excess policy or umbrella policy to meet the above required limits of liability.

Satisfactory evidence that such insurance is at all times in force and effect shall be furnished to the CITY in such forms and as such time as the CITY may specify.

Each **insurance policy required herein shall name the CITY as additional insured** along with its individual employees, officers, and elected officials.

13. INTERPRETATION OF AGREEMENT

No interpretation of any provision of this Agreement shall be binding upon the CITY OF ALICE unless the CITY OF ALICE and BIDDER'S legal counsel agree in writing.

14. REPRESENTAION OF AUTHORITY

All parties to this Agreement warrant and represent that they, and those persons, signing on behalf of the parties, have the power and authority to enter into this Agreement.

15. NOTICE

Any notice or communication required under this Agreement shall be deemed to have been served when it is deposited in the United States Mail, postage prepaid, and addressed, or when personally served.

TO THE CITY OF ALICE:

To each designated representative on the City of Alice. The CITY shall give **BIDDER** notice of the name, address, telephone number, email and fax number of the representative(s) within ten (10) days of the effective date of this Agreement.

TO BIDDER:

BIDDER'S GENERAL MANAGER

BIDDER'S ADDRESS

Telephone:

Fax:

The Parties may designate different names, addresses, telephone numbers, and fax numbers to which subsequent notices or other communications will be sent through notice given hereunder within ten (10) days of any change.

All notices sent via mail shall be certified, return receipt requested.

16. CONSIDERATION FOR SERVICES

As consideration for rendering the emergency ambulance service provided for in the contract, the CITY promises and agrees to pay COMPANY a total contract amount of _____ and 00/100 Dollars (\$_____). The total contract amount shall be paid as follows:

The City shall pay the sum of _____ and 00/100 Dollars, (\$_____) per month on or before the 15th day of each month during the contract period following the rendition of services and receipt of required reports by CITY.

The CITY reserve the right to withhold monthly payment until it has received the monthly reports as required in contract.

17. GENERAL PROVISIONS

RADIO CONTROL PHYSICIANS: COMPANY agrees to take the appropriate steps to provide safe and effective physician's directions of field procedures between COMPANY field personnel and emergency department physicians. This includes but is not limited to communication procedures, patient assessment techniques, standing orders, on-board equipment and supplies and recommended diagnosis as well as specific or problem oriented medical protocols.

PUBLIC SAFEGUARDS: COMPANY agrees that should COMPANY fail to perform under this contract to the extent that public health and safety is endangered, then in that event, City shall provide a safe, smooth and efficient takeover of field operation.

COMPANY BILLING AND COLLECTION ACTIVITIES: COMPANY is authorized to charge for emergency ambulance service and supplies the rates prescribed in Exhibit A (to be attached after award of bid) attached hereto and made a part hereof.

Such rates may not be changed without the prior written consent of CITY. CITY will not guarantee payment of such fees, nor will it do billing for COMPANY. COMPANY will be responsible for billing persons receiving service, and fees shall be paid by persons receiving the service directly to COMPANY. COMPANY shall comply with all State and/or Federal laws pertaining to billing for and collection of any fees generated under this contract. Billing and collection activities must be humane, professional, effective, and designed to accomplish more than merely collect money.

PRIMARY COMPANY RESPONSIBILITIES: The list provided immediately below identifies primary responsibilities of the COMPANY. The list should not be considered all inclusive. Numerous auxiliary and Support functions are also COMPANY'S responsibility such as compliance with insurance requirements, personnel, equipment, disaster readiness, inventory control and numerous other functions set forth herein.

- A. COMPANY employs and manages all ambulance and other personnel hired by COMPANY to perform the services under this contract.

- B. COMPANY provides or contracts for all employee in-service training.
- C. COMPANY provides or contracts for equipment maintenance and maintenance/insurance of equipment owned and provided by COMPANY.
- D. COMPANY furnishes all fuel, lubricants, repairs, initial supply inventory and all supplies.
- E. COMPANY operates ambulance system to meet all clinical response time standards.
- F. COMPANY negotiates and maintains hospital ambulance policies, patient "exchange" policies, equipment rotation program, and hospital post relationship where appropriate and maintains good working relations with all other health care provider organizations and personnel.
- G. COMPANY establishes and maintains good working relationships and protocols with all available first responder agencies to ensure continued first responder support personnel.
- H. COMPANY secures new or replacement ambulances as necessary in order to comply with this contract. All first line equipment used by the COMPANY under this contract shall be under 200,000 miles on the chassis.
- I. COMPANY establishes and maintains good working relationships with area law enforcement agencies and fire departments.
- J. COMPANY markets transfer work and other ancillary services to improve system efficiency and to enhance the systems disaster response capacity,
- K. COMPANY shall cause to be published professionally prepared pamphlets, brochures, circulars, and other documents as appropriate to advise the citizens residing in the service area of the level of service available, the types of services available, how to resolve complaints concerning service and the rates charged by COMPANY to provide services to the public.
- L. COMPANY shall conduct all billing and collection activities and procedures. The CITY will not be involved in any billings and collections nor may its name be used in this purpose.
- M. COMPANY shall interface, at no cost to the COMPANY, with the Alice Police Department 911 dispatch center. The COMPANY will cooperate with the 911 system and be fully operational using the 911 system from the initial date of contract hereof and continuously thereafter.

- N. COMPANY ensures courteous and professional conduct of all office personnel, dispatch center personnel and field personnel at all times.
- O. COMPANY maintains neat, clean and professional appearance of all personnel, equipment and facilities.
- P. COMPANY shall works out Mutually Beneficial Support agreements with neighboring ambulance services subject to written approval by the CITY. Company shall submit all proposed documents to the City.
- Q. COMPANY shall promote and maintain a good reputation through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints from any member of the news media, or from any citizen, leadership in community CPR programs, leadership and participation in such community activities as health fairs, school programs and business group meetings and meetings of community service organizations, etc. COMPANY shall keep personnel reasonably available for interviews with the representatives of the press and news media
- R. COMPANY provides training and in-service training to first responder personnel consistent with Texas Department of State Health Services Continuing Education and Re-certification requirements and this contract.
- S. COMPANY participates actively in the medical audit process, provides special training and support to personnel found in need of special assistance in specific skills or knowledge areas, and provides additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry.
- T. COMPANY maintains state and local vehicle permits and personnel certifications and the state provider's license.
- U. COMPANY shall advise the CITY in advance concerning financial implications or changes under consideration by the COMPANY.
- V. COMPANY shall maintain direct contact with the CITY.
- W. COMPANY shall operate a data processing billing collection and reporting system meeting the standards set forth herein.
- X. COMPANY'S general manager shall assist the CITY in preparing agendas, preparing the decision making and monitoring the business and financial affairs of the system.
- Y. COMPANY shall submit a quality assurance plan and coordinate with the CITY to ensure a comprehensive and integrated quality assurance plan.

- Z. Each Mobil Intensive Care Unit emergency services vehicle used by COMPANY in the provision of ambulance services under this contract shall carry all equipment necessary for the treatment and the transportation of children including child-sized backboards, splints, cervical splints, cardiac monitor with defibrillator and electrodes, Drugs as prescribed by the service's medical director's, and a copy of the Medical Treatment Protocols/Standing Orders that was provided in the provider licensing application packet and two-way radio communication and other equipment as made from time to time as designated by the medical director.
- AA. Company will provide radios to be used for communications with the Alice Police Department 9-1-1 dispatch center, Jim Wells County Sheriff's Department, Alice Fire Department Chief and/or field personnel. These radios will be TICP (Texas Interoperability Channel Plan) programmable.
- BB. The COMPANY shall provide financial statements to the City within five (5) business days of initial request by the City.

QUALITY ASSURANCE SESSIONS: COMPANY field personnel and other personnel hired by COMPANY are required as a condition to certification by the CITY to attend quality assurance sessions when requested by the CITY.

REASONABLE WORK SCHEDULES AND WORKING CONDITIONS: COMPANY is expressly required to utilize reasonable work schedules, shift assignments and to provide adequate working conditions. COMPANY is expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills. If events warrant such actions, the CITY may establish rest standards for extended shifts and standards governing the use of back-to-back shifts as deemed necessary to protect patients from the possibility of error caused by exhausted field personnel. In the event such standards are developed by the CITY, they shall be agreed to by both the CITY and the COMPANY and shall not be considered an increase in standards eligible for compensation adjustments.

PROFESSIONAL AND COURTEOUS CONDUCT: COMPANY agrees to provide professional and courteous conduct at all times from COMPANY'S ambulance personnel and other personnel, middle management and top executives.

AMBULANCE SERVICE DRESS CODE: In order to provide a professional appearance, COMPANY shall have an adopted uniform and all ambulance service personnel will be in uniform when on duty. Such uniform shall include name tags to be worn by all personnel, a level of training badge and the name of the ambulance service displayed on the uniform. All personnel must maintain good personal hygiene at all times.

CHARACTER AND COMPETENCE OF EMPLOYEES: All persons employed by COMPANY in the performance of work under this contract shall be competent and shall

hold appropriate permits certifications and licenses in their respective trades or profession. The CITY may demand the removal of any person employed by the COMPANY who chronically engages in misconduct or is chronically incompetent or negligent in the due and proper performance of his/her duties. Such persons shall not be reassigned by the COMPANY for performance of any services under this contract without the prior written consent of the CITY. Provided however, that the shall not be arbitrary or capricious in exercising its rights under this provision, and shall be required to document in writing the specific reasons for exercising such rights relative to any given employee, and shall also give that employee an opportunity to defend himself in the presence of the COMPANY management and a CITY prior to removal.

KEY PERSONNEL AND PROHIBITION AGAINST BAIT AND SWITCH BIDDING: COMPANY understands that the CITY shall, in part, award this proposal based upon the qualifications of the proposing organization and on the qualifications of key personnel presented in Proposer's proposals. COMPANY shall be expected to furnish the personnel identified in COMPANY'S proposal and throughout the term of the contract, the COMPANY shall be expected to continue to furnish those same personnel or replacement personnel with equal or superior qualifications.

VEHICLE AND EQUIPMENT STANDARDS:

- A. All motor vehicles used for the purpose of providing ambulance service under this contract shall be designed and constructed to transport ill, sick, or injured persons in comfort and safety and shall be maintained in clean, sanitary, and first class mechanical condition at all times and comply with any applicable State of Texas standards for ambulances.
- B. All mechanical, safety, and special equipment shall be subject to inspection at any time by representatives of the CITY.
- C. No ambulance that has been substantially damaged or altered shall be again placed in service until it has been re-inspected.
- D. Under this contract, the COMPANY shall be responsible for furnishing all maintenance of vehicles, communication equipment, on board equipment and facilities used by the COMPANY in performance of this work unless otherwise stated.
- E. Any violation issued by the Texas Department of State Health Services shall be reported to the City within 10 days.

DISASTER ASSISTANCE AND MUTUAL AID RESPONSIBILITIES:

During a declared disaster, locally or in a neighboring jurisdiction, the normal course of business shall be interrupted from the moment the disaster situation is made known to the COMPANY by the CITY'S designated representative. COMPANY shall then, as

provided for in approved disaster plans and protocol commit such resources as are necessary and appropriate given the nature of the disaster. At the scene of such disasters, the COMPANY'S personnel shall perform in accordance with disaster protocol established by that community. COMPANY shall provide a NIMS (National Incident Management System) certified staff member to be present inside City's EOC while activated. When the disaster assistance has been terminated, COMPANY shall resume normal operations as rapidly as practical considering exhaustion levels of personnel, need for restocking, etc. During the course of the disaster, COMPANY shall use best efforts to provide local emergency coverage, and shall suspend non-emergency transport work as necessary. This shall not prevent the COMPANY from conducting transport work so long as one MICU ambulance and crew remains in Alice for use in emergency service. Normal mutual aid calls rendered by the COMPANY shall be performed in accordance with approved mutual aid agreements. The COMPANY shall manage any response to such aid requests in a manner which does not jeopardize COMPANY'S ability to render reliable services under this contract.

During periods of impending disaster (Hurricanes/Flooding) the City may need additional medical resources. The Company agrees to provide six (6) additional MICU ambulances to the CITY. The Company agrees to bill these units separately from the normal billing process. All additional staffing and units assigned to the pending disaster will be assigned and managed from the City of Alice Emergency Operations Center. The company will use its normal process for handling request for emergency service.

DATA COLLECTION AND REPORTING REQUIRED: Under this contract, COMPANY'S data collection and reporting systems shall meet the following minimum standards:

- A. **Dispatch Logs:** For each request for ambulance service, regardless of geographic origin and including mutual aid given or received, emergency and non-emergency, COMPANY dispatch center personnel shall complete an approved dispatch log provided by the CITY. Dispatch logs shall be submitted to the CITY **upon request.**
- B. **No-Haul Report:** For each call on which an ambulance was dispatched, but where no patient was transported, COMPANY'S ambulance personnel shall complete an approved "no-haul" report form, a copy of which shall be routinely furnished to the CITY **upon request.**
- C. **Patient Report Form:** For each patient transported, COMPANY ambulance personnel shall complete an approved "patient report form" consistent with provider licensure requirements and COMPANY shall routinely furnish a copy of such completed form to the CITY **upon request.** CAUTION: privacy of medical records. COMPANY shall withhold any information that may violate the confidential communications protected by the Patient/Physician privilege, or any other information made confidential by law.

- D. **Incident Report Forms:** COMPANY shall, at the request of the CITY, furnish to all employees approved "incident report forms" and shall encourage employees to utilize such forms and shall routinely furnish copies of such completed forms to the CITY **upon request.**
- E. **Equipment Failure Report Forms:** COMPANY shall, at the request of the CITY, furnish its employees with approved "equipment failure report forms," and shall use such forms in conjunction with COMPANY'S maintenance program and shall routinely furnish copies of such completed forms to the CITY and **upon request.**
- F. **System Status Plan:** COMPANY shall convey to the CITY all system status plan changes at least 30 days **in advance** of implementation of such changes.
- G. **Employee Certification/Training:** COMPANY shall see that all contractors' employees are appropriately certified at both the State and local levels and shall furnish to the CITY and documentation of same, as well as records of participation in quality assurance and in-service training programs, **upon request.**
- H. **Penalty:** For each call, transport, or account where contractor fails to furnish required information, as specified in this section, the CITY may at its option impose upon COMPANY a \$100.00 penalty to be deducted from COMPANY subsidy payments. However, such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond COMPANY'S reasonable control. Simple loss of records and problems with COMPANY'S own computer system shall not be considered beyond COMPANY'S reasonable control.
- I. **Medical Director Activity:** Company shall document the activity of its Medical Director and shall furnish said documentation to the City **upon request.**

OUTSIDE WORK: COMPANY shall not be prohibited from doing outside work (i.e. long distance transfer work, non-emergency work, inter-hospital transfers, wheelchair transportation, special events coverage, VA contract work, etc.) either within or outside COMPANY'S primary area of responsibility, provided:

- A. All such income shall be reflected in COMPANY'S financial documents to the CITY **upon request**
- B. COMPANY'S method of producing such services are designed to enhance COMPANY'S peak load capacity, disaster readiness and overall efficiency and do not detract from emergency service responsibility under this contract or reduce the number of available ambulances as specified under section 13 of this contract.
- C. Except for emergency services specially identified as falling under the rate regulation provisions of this contract, COMPANY'S charges for such outside work shall not be subject to CITY approval.

- D. The COMPANY shall not be involved in any activities that violate any federal, state or local law regulations or ordinances or any activity that brings discredit to or damages the image of the CITY. If such activities are found to have occurred or been engaged in by COMPANY or any employees of the COMPANY, the CITY shall have the right to declare a breach of this agreement.

MEDICAL CONTROL FURNISHED: It shall be the responsibility of the COMPANY to ensure the continuous and reliable availability of qualified physician medical control by radio contact with the field personnel. It is the responsibility of the COMPANY to ensure rapid and reliable radio access to emergency physicians who are fully knowledgeable of the local personnel, local medical protocols, local on board equipment and supplies, local patient assessment procedures, local communication procedures and local medical audit processes.

Any deficiency in this regard shall be reported to the CITY immediately. COMPANY shall employ a "medical director" for purposes of state requirements for paramedic provider organizations and for purposes of authorizing purchases of controlled drugs and other controlled supplies, as well as for issuing and signing such written standing orders as may be approved from time to time by the medical director.

COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS: All services furnished by the COMPANY under this contract shall be rendered in full compliance with all applicable federal state and local laws, rules and regulations. It shall be the COMPANY'S sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this contract, and to maintain compliance to those applicable standards at all times.

NON-TRANSFERABLE CONTRACT: This contract shall not be assigned or transferred without the expressed written permission of the CITY.

Similarly, in the event this contract is awarded to a COMPANY, a majority of whose work is related to the performance of this contract, any change in ownership of that company shall be considered a form of assignment of this contract and must be approved by the CITY. Provided, however, that the CITY shall not unreasonably withhold its approval of such change in ownership.

LOSS OF CONTRACT: COMPANY understands and accepts that a loss of this contract in a future proposal cycle and upon involuntary termination means the loss of all business and authority granted pursuant to this contract.

LAME DUCK PROVISIONS:

- A. COMPANY shall in no way penalize or bring personal hardship to bear upon any of its employees who may apply for work with a competing Proposer in future proposal cycles, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing Proposers at the

employee's discretion. In submitting a proposal under this contract, COMPANY expresses its understanding, acceptance, and endorsement of this provision.

- B. Should the COMPANY fail to win the proposal in a subsequent proposal cycle, the CITY and shall depend on the COMPANY to continue provision of all services required under this contract until the subsequent winning Proposer takes over. During such periods of time, the COMPANY shall continue all operations essentially at the same level of effort and level of performance as were in effect prior to the award of the subsequent proposal to a competing Proposer, and COMPANY shall specifically be prohibited from making any changes in COMPANY'S method of operation which could reasonably be considered to be aimed at cutting COMPANY'S operating cost to maximize profits during the final stages of the contract.
- C. Any deterioration in quality of level of service during such "lame duck" period or unusual reduction in the labor force, management staff, or quality of in-service training efforts, or any other substantial reduction in effort during the "lame duck" period as compared with the previous months of operation, may be viewed as an attempt by the COMPANY to engage in excessive profit taking during the "lame duck" period, and the CITY, at its option, may calculate the value of such reduction and may deduct the amount of such values from the CITY'S final payments to COMPANY.

COOPERATION WITH LOCAL LAW ENFORCEMENT AGENCIES AND FIRE DEPARTMENT: COMPANY shall gain cooperation from local law enforcement agencies to establish standardized procedures for requesting emergency services at the scene of auto accidents and other incidents. COMPANY shall cooperate fully in furnishing emergency standby coverage as requested by law enforcement agencies and fire departments during events where firefighters or law enforcement personnel may be subject to injury. Such standby coverage may be furnished utilizing already on-duty ambulance MICUs and shall be furnished without additional compensation to COMPANY.

AUDITS AND INSPECTIONS: At any time during normal business hours and as often as may reasonably be deemed necessary, the CITY representatives may observe COMPANY'S operations and COMPANY shall make available (provide copies) to the CITY for its examination its records with respect to all matters covered by this Contract and the CITY may audit, examine, copy, and make excerpts or transcriptions from such records and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel daily logs, conditions of employment and other data related to all matters covered by this contract. CITY representatives may, at anytime, and without notification, directly observe COMPANY'S operation of the dispatch center, maintenance facility, any ambulance stations or post locations, and a CITY representative may ride as a third party on any of the COMPANY'S MICUs at any time. Provided, however, that in exercising this right to inspection and observation, CITY and observation representatives shall conduct themselves in a professional and courteous

manner, shall not interfere in COMPANY'S duties and shall at all times be respectful of COMPANY'S employer/employee relationships.

RIGHTS AND REMEDIES NOT WAIVED: The COMPANY agrees and guarantees that the work herein specified shall be completed without further compensation than that provided for in this contract and that the acceptance of award herein and the payment therefore shall not be held to prevent maintenance of an action for failure to perform such work in accordance with the contract. In no event shall any payment by the CITY hereunder constitute or be construed to be a waiver by the CITY of any breach or of any default existing and shall in no way impair or prejudice any right or remedy available to the CITY with respect to such breach or default.

SUSPECTED OR KNOWN CHILD, SPOUSAL OR ELDERLY ABUSE: If any employee of COMPANY or any member of a first responder group suspects a child, spouse or an elderly person to have been abused or knows of a child or elderly person to have been abused, such suspected or known child, spouse or elderly abuse shall be reported within 24 hours to the Texas Department of Human Resources, child and adult protective division.

DEFINITIONS OF MAJOR BREACH: Conditions and circumstances which constitute a major breach of contract by the COMPANY shall include but not be limited to the following:

- A. Failure of the COMPANY to operate the ambulance service system in a manner which enables the CITY and the COMPANY to remain in substantial compliance with the requirements of all applicable federal and state laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this contract.
- B. Willful fabrication or falsification of information supplied by the COMPANY during the request for proposal process or during the term of this contract.
- C. Willful fabrication or falsification of data supplied to the CITY during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or willful downgrade of presumptive run code designation to enhance COMPANY'S apparent performance or falsifications or fabrications of any other data required under this contract.
- D. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
- E. Failure to maintain equipment in accordance with good maintenance practices.

- F. Willful attempts by the COMPANY to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing Proposers during a subsequent proposal cycle.
- G. Chronic and persistent failure of COMPANY'S employees to conduct themselves in a professional and courteous manner and to present a professional appearance.
- H. Failure to comply with approved rate setting, billing and collection procedures.
- I. Failure to cooperate with and assist the CITY and in establishing, operating and maintaining a formal complaint resolution procedure.
- J. Failure to maintain all insurance coverage required under this contract.
- K. Failure to meet response time requirements for more than three (3) consecutive months or four months during any 12-month period, as required by this Agreement.
- L. Failure to provide and maintain the required insurance as set forth in this Agreement.
- M. Failure to pay liquidated damages in a timely manner as provided in this Agreement.
- N. Failure to maintain vehicles and equipment in accordance with accepted industry standards of preventative maintenance practices. Minor violations of such requirements shall not constitute a material breach; however, willful and/or repeated violations shall constitute a material breach. A willful violation may include the failure to correct a minor violation after notice and after a reasonable time to take corrective action.

SPECIAL PROVISIONS: The following special provisions shall apply. In the event of discrepancy between these special provisions and any provisions set forth herein, the language contained in these special provisions shall govern.

- A. Except for ambulance runs that originate and terminate beyond the scope of this contract and outside the City of Alice, Texas, COMPANY shall not request or receive payment for services rendered at the scene, en route, or upon delivery. Collection may be tendered upon delivery of the patient.
- B. COMPANY personnel shall not request or receive payment for services rendered at the scene, in route, or upon delivery.
- C. CITY may employ dispatch data to generate various reports for purposes of monitoring COMPANY'S response time, performance and for other purposes.

- D. COMPANY'S rates charged for services rendered under this contract shall be subject to regulation by the CITY. All rates for services and supplies as initially proposed by COMPANY shall remain in force and effect for the life of this contract unless otherwise agreed upon by CITY in writing.
- E. Medical quality control shall be furnished by the COMPANY. A qualified medical director shall be appointed by the COMPANY but shall be mutually agreed upon by the CITY and shall also serve as COMPANY'S medical director for purposes of meeting state requirements and for purposes of authorizing standing orders and purchase of controlled medications.
- F. COMPANY understands that subsidy payments provided for herein are subject to appropriation by the CITY. In the event the CITY fails in future fiscal years to appropriate sufficient funds to fulfill its obligations to COMPANY as promised herein, the CITY, and COMPANY shall negotiate to establish reductions in clinical and response time standards and increases in allowed maximum average charges as may be fair and reasonable in light of the amount of lost subsidy.
- G. Emergency telephone listings shall be furnished by COMPANY. Cost of additional yellow page advertising or non-emergency telephone listings shall be the responsibility of COMPANY. All forms of public information and advertising by COMPANY shall be done at COMPANY'S own expense.
- H. The CITY reserves the right to negotiate at any time with COMPANY to alter the terms and provisions of this contract to ensure that the needs of the constituents of the CITY are always addressed and served.

EXCLUSIVE AGREEMENT: For and in consideration of the faithful compliance of COMPANY with all of the terms and conditions of this contract, the CITY agrees that it will not enter into a contract with any other ambulance service under which such ambulance service would be subsidized during the term of this agreement. Nothing contained herein shall relieve COMPANY from providing such ambulance services to all parts and places within the City of Alice as specified herein. In the event this agreement is terminated by the CITY and as here and above provided, the CITY will upon such termination be free to enter into contracts with other ambulance service companies.

CONTROL OF OPERATION: It is expressly understood and agreed that the CITY is in no way associated with the COMPANY in the operation or control of the ambulance service which is the subject of this agreement on account of the CITY subsidizing the operation in order to afford their citizens ambulance service. The CITY reserves the right to terminate this agreement if such service is not, in its opinion, serving the needs of its citizens. All ambulance operations will be exclusively under the direction and control of the COMPANY. In all of the COMPANY'S business activities, including the operation of the emergency ambulance service, the COMPANY shall be an independent contractor

and in no way associated with or connected with the CITY as a partner or in any other capacity.

ALTERATIONS AND CHANGES: All agreements between the COMPANY and the CITY are contained herein and no alterations, changes, deletions or additions shall be of any force or effect unless approved by the City Council for the City of Alice, reduced to writing and signed on behalf of each governmental agency.

18. MISCELLANEOUS PROVISIONS

APPLICABLE LAWS AND VENUE – BIDDER shall provide services in accordance with all applicable administrative regulations, local, state and federal laws. This Agreement shall be governed by the laws of the State of Texas. The obligations and undertakings of each of the parties to this contract shall be performable at City of Alice.

EXTENT OF CONTRACTUAL DOCUMENTS – This Agreement shall consist of this basic document and all laws and governing instruments previously referred to in this Agreement or in any of the Exhibits made part of this Agreement.

COMPLETENESS OF INSTRUMENT – This Agreement, together with its specific references and attachments, constitutes all of the Agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth in this Agreement, neither party shall be liable for any express or implied representations pertaining to this Agreement.

CAPTIONS – The captions of this Agreement are for convenience and reference only and the words contained in these captions shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

SEVERABILITY – If any term, provision, covenant, or condition of this contract is held by court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ASSIGNMENT, DELEGATION AND SUCCESSORS

ASSIGNMENT AND DELEGATION – BIDDER shall not assign any rights or delegate any duties under this Agreement to a third party (whether voluntarily, or by operation of law or otherwise) without the advance written consent of the CITY OF ALICE. Consent to transfer will not be unreasonably withheld. If THE CITY OF ALICE gives their approval to an assignment, and then **BIDDER** guarantees that any subcontractor will carry all insurance required pursuant to this Agreement.

SUCCESSORS – In the event of any sale, transfer, or to by THE CITY OF ALICE, the transferee or his legal representative shall agree in writing with THE CITY OF ALICE

to personally assume, perform, and be bound by the covenants, obligations, and Agreements contained herein.

AMENDMENTS – except as provided in this Agreement, no alteration, modification, amendment, variation of the terms or waiver of any terms of this Agreement shall be valid unless made in writing and signed by all parties.

MULTIPLE COPIES – This contract may be executed in multiple counterparts each of which constitutes an original.

MISSPELLED WORDS – Misspelling of one or more words in this Agreement shall not vitiate this contract. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

SIGNED in duplicate originals this _____ day of _____, 2018.

CITY OF ALICE, TEXAS

City Official/Administrator

ATTEST:

Diana L Lopez, City Clerk

Dated: _____

Exhibit "A"
Rates and Charges

CHARGE CODE LIST

EMS PROCUREMENT SCHEDULE

THIS PROPOSED SCHEDULE FOR PROCUREMENT OF EMERGENCY MEDICAL SERVICES CAN BE CONDUCTED IN PARALLEL WITH DISCUSSIONS OF OTHER ALTERNATIVE SOLUTIONS TO THE EMS ISSUE.

1st Newspaper Publication:	Sunday - April 8, 2018	
2nd Newspaper Publication:	Sunday - April 15, 2018	
Questions Due:	Wednesday - April 25, 2018	5:00 pm
Pre-Proposal Conference:	Wednesday - May 2, 2018	2:00 pm
Proposal Deadline:	Tuesday - May 8, 2018	2:00 pm
Pre-Proposal Location:	City of Alice, Council Chambers, 500 East Main Street, Alice, Texas 78332	
Opening Location:	City of Alice, Council Chambers, 500 East Main Street, Alice, Texas 78332	

For a copy of RFP specs contact Diana L Lopez, City Clerk, at cityclerk@cityofalice.org

REQUEST FOR PROPOSALS

MOBILE INTENSIVE CARE UNIT EMERGENCY AMBULANCE SERVICE

PROPOSAL SUMMARY SHEET

For the provision of MICU EMS services, we propose a subsidy of:

PROPOSAL A for three (3) MICU City wide service

Annual

Three (3) years

\$ _____

Alternate Proposal

Dispatch/Communications located in Alice, Texas

Three (3) Years

\$ _____

PROPOSAL B

We represent that our proposal conforms to all requirements set forth in the accompanying Request for Proposal and that we are prepared to execute the contract contained herein except where written exceptions are noted and included herewith.

Proposer: _____
By: _____
Signature: _____
Date: _____
Tel: _____
Fax: _____
E-mail: _____

Proposer shall attach with proposal:

- 1. Notice to Bidders**
- 2. Qualifications Statements**
- 3. Format of Proposals and Attachments**
- 4. Special Notes**
- 5. Emergency Ambulance Service Contract**

Alternate Proposal

DISPATCH/COMMUNICATIONS

BIDDER shall use a computer aided dispatch (CAD) system. The CAD and dispatcher who dispatches calls within the city limits shall be physically located within the city limits. The CAD and 9-1-1 operations shall be compatible and maintained in accordance with the 9-1-1 Assistance District policies and procedures. Bidder's current policies and procedures shall be incorporated herein and attached as Exhibit "___".

BIDDER agrees to maintain current radio capabilities relating to radio communication with area agencies. If the City of Alice 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 Alice within thirty (30) days of receiving the request from the City of Alice. Such plan may require that the requesting City of Alice share in the cost to establish direct communications.