Shelby County
Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main Street, 9th Floor, Suite 900
Memphis, TN 38103

Issued: September 1, 2016
Due: October 3, 2016 no later than 4:00 P.M. (Central Standard Time)

RFP #17-009-09

Emergency Ambulance Services
(Shelby County Public Works Division)

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified professionals to provide Emergency Ambulance Services within the unincorporated areas of the County and the municipalities in Exhibit "A", as well as additional associated support services, as specified in this Request for Proposal ("RFP"). Information regarding this RFP is located on the County's website at www.shelbycountytn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

A mandatory pre-proposal conference to address your questions will be held at 1:00 p.m. (CST), Tuesday, September 20, 2016 in the Shelby County Fire Department Conference Room, 1075 Mullins Station, Building C, 2nd Floor, Memphis, TN 38134. All interested respondents are required to attend this meeting. If you plan to attend, you must contact the Purchasing Department via email at debra.louis@shelbycountytn.gov to confirm your attendance with a representative's name, company and contact number. Failure to attend this meeting will result in the rejection of your bid.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Shelby County Purchasing Department **no later than 4:00 p.m. (CST) on October 3, 2016**. Proposals should be addressed to:

Debra D. Louis, Buyer
Shelby County Government
Purchasing Department
160 N. Main Street, 9th Floor, Suite 900
Memphis, TN 38103

The package containing the original (**clearly identified as original**) and ten (10) copies of your proposal must be sealed and marked with the Proposer's name and "**CONFIDENTIAL, EMERGENCY AMBULANCE SERVICES, RFP #17-009-09**" noted on the outside.

Sincerely,

Signed Original On File

Debra D. Louis, Buyer
Shelby County Government
Purchasing Department

TABLE OF CONTENTS

I. INTRODUCTION
II. MINIMUM PROPOSER REQUIREMENTS
III. CORRESPONDENCE
IV. PROPOSAL SUBMISSION DEADLINE
V. PROPOSAL TIMELINE
VI. PROPOSAL CONDITIONS
VII. GENERAL REQUIREMENTS AND INFORMATION
VIII. AWARD OF CONTRACT
IX. PURPOSE/SCOPE OF WORK
X. CONTRACT REQUIREMENTS
XI. PROPOSAL SUBMISSION
XII. PROPOSAL EVALUATION AND SELECTION

Notes:

Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information, attachments, and exhibits that accompany this RFP.

EXHIBIT "A" COST PROPOSAL
EXHIBIT "A" MAP
EXHIBIT "B" RULES OF THE TENNESSEE DEPARTMENT OF HEALTH
EXHIBIT "C" ALS VEHICLE EQUIPMENT LIST (REQUIRED BY THE COUNTY)

I. INTRODUCTION

Shelby County Government (the "County") is seeking proposals from interested and qualified professionals to provide Emergency Ambulance Services within the unincorporated areas of the County and the municipalities in Exhibit "A", as well as additional associated support services, (the "Services"). This Request for Proposal ("RFP") is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where one or multiple successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and contractor are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have a minimum of five (5) years experience providing the requested Services described in the RFP.
2. Have sufficient, competent and skilled staff with experience in performing the Services.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. **Apply** and **qualify** for a vendor number through the Purchasing Department and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration Office ***prior to submitting your response (*MANDATORY***, see details outlined below***).***
5. Provide a written statement of compliance that you adhere to all Title VI requirements and provide proof/documentation if necessary.
6. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
7. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act" (effective date of 01/01/12). ***If applicable, proof and documentation of employment eligibility must be included with the proposal.***
8. Provide a list of key personnel and experience.
9. List and describe ambulance services that the company and/or key personnel have provided or have been in reasonable charge of relating to 911 ambulance response, patient treatment and transport.
10. Provide audited financial statements for the last three (3) complete years. In the event audited statements are not available, then provide proof of financial stability satisfactory to Shelby County.
11. Provide current financial institution data and contact information.
12. Provide list of current clients with contact information.
13. Provide statement of ability to begin contract performance at 12:00 a.m. January 1, 2017.

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an "Equal Opportunity Compliance (EOC)" certification number.

If your company does NOT have a vendor number and EOC number you can access the online applications to receive the numbers indicated above at www.shelbycountytn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)
At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Conducting Business with Shelby County". The "Vendor Registration" link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. ***(Applications for a vendor number are accepted online only.)***

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)
At the top of the home page, click on the links "Department", "E" for the Equal Opportunity Compliance and "Contract Compliance Program". The "Contract Compliance Packet" link is in the middle of the page. ***The EOC application can be submitted online as well as mailed or faxed to the EOC office.*** The mailing address is 160 N. Main Street, 2nd Floor, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901) 222-2250 or the EOC Administration Office at (901) 222-1100.

Note: Because of the length of time it takes to receive an EOC number, vendors who submit their applications prior to the RFP due date proposals will be accepted pending EOC approval of their application.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

Debra D. Louis, Buyer
Shelby County Government
160 N. Main Street, 9th Floor, Suite 900
Memphis, TN 38103

Respondents requesting additional information or clarification are to contact Ms. Debra D. Louis in writing at debra.louis@shelbycountytn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY***

RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Thursday, September 22, 2016 by 12:00 p.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountytn.gov within forty-eight (48) hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **October 3, 2016 @ 4:00 p.m. (CST).** Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

Request for Proposals Released	**Thursday, September 1, 2016**
Mandatory Pre-Proposal Conference	**Tuesday, September 20, 2016 at 1:00 p.m. (CST),**
Deadline for Questions	**Thursday, September 22, 2016 by 12:00 p.m. (CST)**
Proposal Due Date	**Monday, October 3, 2016 by 4:00 p.m. (CST)**
Notification of Award	**October /November 2016**
Services to Commence	**12:00 a.m., January 1, 2017**

A mandatory pre-proposal conference to address your questions will be held at 1:00 p.m. (CST), Tuesday, September 20, 2016 in the Shelby County Fire Department Conference Room, 1075 Mullins Station, Building C, 2nd Floor, Memphis, TN 38134. All interested respondents are required to attend this meeting. If you plan to attend, you must contact the Purchasing Department via email at debra.louis@shelbycountytn.gov to confirm your attendance with a representative's name, company and contact number. Failure to attend this meeting will result in the rejection of your bid.

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm through the execution of the contract with the successful contractor.

G. Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of "Notice of Intent to Award" is issued. Thereafter, proposals will become public information. ***All proposals and other materials submitted become the property of Shelby County Government.***

H. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of $250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or

services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under $15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to $500,000.00;

b. A preference of up to three and one-half percent (3.5%) shall be allowed for contracts up to $750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to $1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed $1,000,000.00.

(x) For construction contracts over $2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

The intent of this RFP is to receive proposals to provide Emergency and Non-Emergency care and transport with Advanced Life Support (ALS) Ambulance Service for the County. The County is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price. Proposals not meeting this intent will be considered unresponsive.

The County's contract service area will be defined by Exhibit "A" and contract awarded at the end of the bid process. This includes an area of approximately 381 square miles and a population of approximately 150,000 people. There are twelve (12) medical hospitals; one is a level one trauma center, and one is a comprehensive children's hospital.

The new contract will be an exclusive E-911 emergency service contract with fully staffed and equipped paramedic units.

The Current EMS System receives approximately 10,000 to 10,500 calls per year.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County's personnel in the performance of

the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. Project Time Frame

The initial contract term will begin at 12:00 a.m., January 1, 2017 through June 30, 2021, with the option to renew for one (1) additional one year period beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal period will be upon mutual written consent of both parties. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Contractor's books relative to the Accounts.

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in the RFP document, see Section IX & XII. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

F. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least ten (10) current, or former clients who have terminated in the last five (5) years, should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

The award will be made to the proposer whose proposal is determined to be best in terms of professional and technical completeness. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The proposers whose proposals do not meet the mandatory minimum requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

IX. PURPOSE / SCOPE OF WORK

To select the best-qualified proposer (hereinafter referred to as "Contractor") and award a County-approved contract to a suitably qualified Contractor to provide the work and services as described in this RFP.

Required Services / Scope of Work

A. INTENT

1. The intent of this RFP is to receive proposals to provide Emergency and Non-Emergency care and transport with Advanced Life Support (ALS) Ambulance Service for the County. The County is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price. Proposals not meeting this intent will be considered unresponsive.

2. The successful Contractor shall be responsible for providing ambulances for response to emergency and non-emergency requests throughout unincorporated Shelby County and within the municipalities in Exhibit "A", as well as additional associated support services.

3. In this procurement, the County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Contractor should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances, including Advanced and Critical Care Units; additionally, the service shall include medical supply purchasing, management and operation of the medical supply warehouse, all fleet maintenance, and public education.

4. Oversight and review of, and compliance with performance standards of the contract, will be conducted by the Emergency Medical Response Oversight Committee, hereinafter referred to as the ***EMROC*** or as otherwise directed by the County.

5. The EMROC will be comprised of one member appointed by each party and the County Emergency Services Medical Director. In addition, there shall be one non-voting member who shall be a representative of the third party provider. EMROC will annually elect its own chairman, and other such officers as deemed necessary. Four (4) voting members are required for a quorum. EMROC shall have the authority to review all records associated with the Ambulance Services Agreement and shall have the discretion to inspect the third party provider's ambulances upon request.

B. GENERAL DUTIES

1. The Contractor must maintain compliance with Tennessee Code Annotated, Section 68-140-201 *et seq.*

2. The Contractor must maintain compliance with Rules of The Tennessee Department of Health, Chapter 1200-12-1, *et seq.*

3. The Contractor must stock and maintain all ALS (Advanced Life Support) Vehicles with equipment required by the State of Tennessee Division of EMS (See Exhibit "B", Section 1200-12-1-.03) and additional equipment required by the County (See Exhibit "C").

4. The Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Contractor by the County.

5. In responding to emergency requests, the Contractor shall satisfy the response time performance requirements.

6. The Contractor must allow ambulances to be dispatched, located and monitored by the Shelby County Fire Department.

7. The Contractor will be responsible for supplying vehicles, equipment and supplies, radios that meet or exceed standards for inter-operable communications (see 3.2.3.1) with the Shelby County Fire Department and the participating entities. The Contractor will also install or cause to be installed, new CAD (Computer Aided Dispatch) and AVL (Automatic Vehicle Locator) hardware to be used by Shelby County Fire Dispatch. All vehicles and equipment shall be fully operational when placed in service initially and through out the term of the contract for response to public needs. Opticom Emitters should be installed on units where the response territories support this technology. Maintenance and up keep of this will be the responsibility of the Contractor.

8. The Contractor shall replace with an equal or greater quality product any disposable medical supplies used belonging to the County and/or participating municipalities within four (4) hours of use. Disposable medical supplies also include EMS Personal Protective Equipment (ie: gloves, mask, gowns, etc.). Any non-disposable medical supplies shall be returned as soon as reasonably possible.

9. The Contractor shall immediately restock its ambulance and Fire Department Equipment with all supplies required herein or return to the nearest station to restock.

10. The Contractor must apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and Rules and Regulations of the Tennessee Department of Health, Emergency Medical Services Division ("EMS Division") for conducting services described in this RFP. The Contractor must accept assignment of Medicare benefits as payment and shall not bill

Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

11. The Contractor must make emergency and non-emergency services (as defined in this RFP) available to all persons within the service area defined in the Contract. Fees for services shall not escalate during the term of the Contract.

12. The Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the EMS Coordinator, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.

13. Subject to the Contractor's reasonable policies and procedures regarding same, the Contractor shall permit paramedic and emergency medical technician trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the EMS Coordinator. The Contractor shall permit other observers to accompany ambulances at the request and designation of the EMS Coordinator. The Contractor's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

14. The Contractor must comply with all the County Emergency Plans, or successor plans adopted and approved by the County, and/or the Shelby County Office of Preparedness whenever the provisions or such plan or plans are in effect.

15. The Contractor further agrees to participate in at least two (2) community disaster drills per calendar year, as directed by the EMS Coordinator, or the Shelby County Office of Preparedness. Personnel used for such drills will not affect the number of ambulances dedicated to the response areas of the contract.

16. The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

C. <u>TRANSPORT</u>

1. The Contractor must transport, without charge, all employees of the County and other participating entities which are party to the Contract who become ill or injured while on duty in the contracted coverage area and in need of emergency services.

2. The Contractor must provide emergency services from the scene to the appropriate health facility or other location for all persons in the service area.

D. COMMUNICATIONS EQUIPMENT

1. The Contractor shall purchase and maintain fully operational one (1) mobile radio, two (2) portable radios and two (2) pagers per ambulance as required for it to perform hereunder. All radios shall operate on frequencies required by the State of Tennessee, all Med frequencies and those used by the Shelby County Fire Department and the participating entities. All ambulances must be equipped and/or must be able to be equipped with 800 mega hertz radios currently used by the Shelby County Fire Department, AVL (Automatic Vehicle Locator), GPS (Global Positioning System) and CAD Computer Aided Dispatch) Mobile Data Terminal (MDT) computer stations and equipment currently being configured for use by the Shelby County Fire Department. Opticom Emitters should be installed on units where the response territories support this technology. The Contractor must purchase, install and maintain this equipment during the term of the Contract.

E. NOTIFICATION

1. The EMS Coordinator must be notified immediately whenever the following occurs:
   - Response time exceptions greater than 15 minutes;
   - Any single incident or accident requires the response of three (3) or more ambulances;
   - Mass casualty incidents;
   - Any vehicle accidents involving a Contractor's vehicle; or
   - Ambulance levels of three or less specific to the number of available ambulances.

2. The EMS Coordinator must be notified daily, via electronic communications, of the Contractor's daily activity report. Non-compliance reports will be forwarded daily to the Contractor.

3. The EMS Coordinator must be notified in writing within forty-eight (48) hours whenever the following occurs:
   - The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;
   - The separation/termination or the employee status change of any of the Contractor's employees involved in the delivery of services related to the contract;
   - Any change in the Contractor's management or supervisory structure.

4. The Contractor shall notify the County Fire Department alarm office via FAX the legal names of personnel and their Unit assignment at the start of each shift. The Contractor's FAX will include the employees EMS certification numbers, employee I.D. number and unit assignment. This will include shift supervisors. The Contractor shall maintain

SHELBY COUNTY TENNESSEE
AGRICULTURE
COMMERCE
NOVEMBER 24, 1819

records of equipment in-service for each employee shift, and such records shall be made available to the County.

F. AVAILABLE AMBULANCES

1. The Contractor shall make available not less than one (1) ambulance for each emergency response. The Contractor shall provide ten (10) ambulances in accordance with Exhibit "A". The Contractor shall also provide an additional two (2) reserve ambulances which shall meet the ambulance specifications described in ***(Section H. 1-7***). The Contractor shall determine the number of ambulances needed beyond the minimum to meet the response time performance specifications which may be in addition to the aforementioned minimum. If the Contractor has no ambulances available for an emergency request (level 0) and/or fails to meet the response time provided herein, a performance penalty will be deducted from the County's monthly operating fee.

2. In the event the total number of ambulances decreases to five (5) and has a significant impact on emergency medical services in the defined coverage area the Contractor shall have the ability to provide, through their own resources or written agreement with another provider, additional ambulances and support personnel to continue to provide coverage throughout the defined coverage area.

3. The County and participating municipalities' fire stations may be used to house ambulances dedicated to providing emergency responses.

4. The Contractor will provide at least two (2) supervisors, twenty-four (24) hours a day, seven (7) days a week, who will be available for immediate response to emergencies, will deliver supplies and equipment to the fire stations, ambulances and supervise Contractor personnel on a daily basis. This supervisor shall be a paramedic, licensed by the State of Tennessee. The EMS Coordinator shall divide the County in two (2) separate zones using geographical boundaries hereby referred to as North Zone and South Zone. One (1) Field Supervisor shall be strategically located and housed in each zone at all times. The Field Supervisors base of operation shall be such that it provides a timely response to all parts of their assigned zone. The base of operations for both Field Supervisors shall not be located in the same zone. Each Field Supervisor shall have their own base of operation in their respective zone.

5. When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance that is staffed and equipped according to this RFP must be made available within forty-five (45) minutes.

6. When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance must be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

G. RESPONSE TIME

1. As used herein, the term emergency request shall include any response by the Contractor under the Contract on an emergency service request received by the Contractor from the Shelby County Fire Dispatch Office, a call received directly from the public within the service area or from any of the participating entities. Should a request for response be received from an agency other than the Shelby County Dispatch Office, the Shelby County Dispatch Office is to be notified immediately by the Contractor of this request.

2. Response times are a key measure of the Contractor's performance. The Contractor shall have a response time compliance rate of ninety percent (90%) based on a calendar month and shall have a response time to all calls within the incorporated areas of Shelby County, Tennessee within nine (9) minutes or less. The Contractor shall have a response time compliance rate of ninety percent (90%) based on a calendar month and shall have a response time to all calls within unincorporated Shelby County, Tennessee within ten (10) minutes and thirty (30) seconds or less.

3. Response time shall be calculated from the moment the Contractor's ambulance is notified of the emergency service request until the Contractor's ambulance arrives on the scene, and shall include call processing and dispatch time, turnout time, and travel time.

4. If, in each monthly period, the Contractor fails to respond to emergency requests within the applicable performance requirement, as set forth above, it shall pay response damages.

5. Response time exemptions. The Contractor shall maintain projections for reserve staffing capacity for increased production in the event of a temporary system overload. However, it is understood that on occasion unusual factors beyond the Contractor's control affect the achievement of the required response time standards.

6. For purposes of determining the Contractor's compliance with the response time standards as set forth in this RFP, and for calculating damages, every request for ambulance service shall be counted except as follows:

   - Requests which are cancelled before the Contractor's arrival at the incident location, but before the contracted response time has expired. Calls which are cancelled before the Contractor's arrival at the incident location that are beyond the contracted response time will be counted.

   - During a period of severe weather conditions (such conditions as determined by the EMS Coordinator and the EMROC, upon request of exemption by the vendor), such that response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel or the public than would result from a delayed response.

- Requests during a disaster, locally or in a neighboring jurisdiction, for assistance from the County.

7. The response time for an emergency request may also be excluded when the EMS Coordinator and EMROC determines there is other good cause for an exception.

8. The grounds for the exception must have been a substantial factor in producing the particular response time, and the Contractor must have made a good faith effort to comply with the appropriate standard. Such grounds include, but are not limited to, the transmission of erroneous, incomplete or inaccurate information from the E911 center, E911 Public Safety Answering Project, local police or fire dispatch office, or the public. The EMROC shall be the final authority in cases of disagreement between the EMS Coordinator and the Contractor over a request to exclude a response time.

H. AMBULANCE SPECIFICATIONS

1. All ambulances used for emergency patient transportation shall be purchased as a new vehicle, and once placed in service shall not exceed more than 250,000 miles. All ambulances used for the non-emergency transportation of patients shall be purchased as a new vehicle, and once placed in service shall not exceed 250,000 miles. Both emergency and non-emergency ambulances should be consistent with the (Type I or III Version). Ambulances must meet the State of Tennessee's Division of Emergency Medical Services Guidelines. This shall remain in effect unless otherwise approved in writing by the County.

2. All maintenance and repair records and inventory records must be available for inspection by the EMS Coordinator and members of EMROC.

3. All ambulances must conform to the State of Tennessee's Rules and Regulations and must be powered by diesel engine.

4. Each ambulance used in the emergency transportation and non-emergency transportation of patients must be equipped with all items listed on the daily ambulance inventory, including such items listed in the Exhibits "B" & "C" and required by the State of Tennessee and the County.

5. Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

6. Each ambulance must permanently display the name or other suitable corporate identification or logo on the outside of the vehicle along with that vehicle's identification number. The Contractor shall not use "Shelby County" or the name or partial name of any Participating Municipality as part of its name.

7. Any ambulance used by the Contractor for transporting of patients shall conform to all standards as promulgated and defined by the State of Tennessee's EMS Division, and all rules and regulations promulgated and set forth in any state and local ordinance.

I. PERSONNEL

1. The parties understand that the EMS System requires professional and courteous conduct at all times from the Contractor's field personnel, communications personnel, middle management, and top executives. The Contractor shall employ highly trained paramedics, Advanced EMTs (AEMT), and support staff to provide patient care and to operate the Contractor's vehicles and equipment.

2. Each AEMT and paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of the Contractor's employees who operate under the Contract shall conform to the Contractor's dress code.

3. The parties understand that training and educational requirements change from time to time for AEMT's, Paramedics and Communications personnel as new protocols and medical treatments are approved by the State of Tennessee EMS Division and/or the Medical Director. The Contractor agrees that the EMS Coordinator may require additional training or education for EMT's & Paramedics for the benefit of patients receiving care under the Contract. The cost of such training or education shall be the sole responsibility of the Contractor.

4. The Contractor shall utilize a work schedule along with shift assignments that are consistent with the Shelby County Fire Department's. The Contractor shall not allow personnel to work no more than 36 consecutive hours, followed by a minimum of 12 hours off-duty, with a maximum of 96 hours to be worked in any 7 day work week.

5. The Contractor shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.

6. The Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and communications center personnel. **Please provide compensation and benefits package with your proposal.**

7. The Contractor must have in place a program for random drug screening of all personnel providing response under the contract. Further, the Contractor will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the

influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

8. Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator must be answered in writing within 48 hours to include actions taken, including disciplinary action and other corrective measures.

9. It shall be of the utmost importance that employees of the Contractor strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

10. The Contractor must provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract and meet annual State requirements for EVOC (Emergency Vehicle Operations Course) Training. The County is to be provided with monthly reports on driver performance or reports as requested by the EMS Coordinator and the EMROC.

11. All Contract personnel must be trained at the Contractor's expense and receive certification as being NIMS (National Incident Management System) compliant.

12. Each Paramedic (EMT-P) shall obtain and maintain certification or licensing as follows throughout their employment by Contractor: (a) Tennessee drivers license with the for hire "F" endorsement, (b) Tennessee Paramedic license from the Division of Emergency Medical Service, (c) Health Care Provider (CPR/AED) certification from the American Heart Association or equivalent from the American Red Cross, (d) Advanced Cardiac Life Support (ACLS), (e) Pediatric Education for Pre-hospital Professionals (PEPP) or Pediatric Advanced Life Support (PALS), (f) Pre-hospital Trauma Life Support (PHTLS) or Basic trauma Life Support (BTLS), (g) Certification in defensive driving which meets the Vanessa K. Free Emergency Services Training Act of 2005, and (h) National Incident Management System (NIMS) compliant in ICS-100, 200, 700 and 800.

13. Each AEMT shall obtain and maintain certification or licensing as follows throughout their employment by the Contractor: (a) Tennessee drivers license with the for hire "F" endorsement, (b) Tennessee EMT license from the Division of Emergency Medical Service, (c) Health Care Provider (CPR/AED) certification from the American Heart Association or equivalent from the American Red Cross, (d) Pre-hospital Trauma Life Support (PHTLS) or Basic trauma Life Support (BTLS), (g) Certification in defensive driving which meets the Vanessa K. Free Emergency Services Training Act of 2005, and (h) National Incident Management System (NIMS) compliant in ICS-100, 200, 700 and 800.

J. QUALITY IMPROVEMENT PROGRAM

1. The Contractor shall develop and have in operation a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the EMROC prior to commencement of the contract.

K. FIRST RESPONDERS

1. The fire departments of the participating entities and the County have first responder programs. The Contractor shall cooperate and coordinate its activities and services with first responders for integrating the Contractor's services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

2. The first agency on the scene shall have primary responsibility for patient care until such Paramedic or EMT transfers said care as provided for in Tennessee law. The highest ranking fire department officer on the scene shall have full scene control as Incident Commander and all radio traffic to dispatch shall be handled through the Incident Commander or as directed by the commander on the scene.

X. CONTRACT REQUIREMENTS

The successful Contractor will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Contractor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Contractor will supervise all work under this Contract. The Contractor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor shall be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Contractor as to the details of the performance of its

obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor shall follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Contractor has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Contractor for services performed shall be on the Contractor's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

(i) The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Contractor's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Contractor for the Contractor's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving one hundred eighty days (180) days written notice to the other before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor

and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Contractor covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. (a) The Contractor shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all

licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Contractor shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default,

or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation Of Other Documents. (a) The Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals as well as, the response of the Contractor thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Contractor shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Contractor, the Contractor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Contractor due to services

performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Contractor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Contractor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Contractor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

B. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities. (a) The Contractor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Contractor, its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Contractor or its sub-contractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance / Bond Requirements. The Contractor will provide evidence of the following insurance coverage:

The Contractor shall maintain through the life of the contract, insurance from insurance companies rated A- X or better by A.M. Best with limits of no less than shown below:

1) ***Commercial General Liability Insurance*** - $1,000,000 limit per occurrence bodily injury and property damage/$1,000,000 personal and advertising injury/$5,000,000 General Aggregate/$1,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. Policy shall include waiver of subrogation in favor of the County. The insurance shall include coverage for the following:
   a) Premises/Operations
   b) Explosion, Collapse, & Underground Property Coverage, if applicable
   c) Products/Completed Operations
   d) Contractual
   e) Independent Contractors
   f) Broad Form Property Damage
   g) Personal Injury and Advertising Liability

2) ***Business Automobile Liability Insurance*** - $2,000,000 single limit each accident for bodily injury and property damage. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. Coverage is to be provided on all:
   a) Owned/Leased Autos

b) Non-Owned Autos
c) Hired Autos

3) ***Workers Compensation and Employers' Liability Insurance*** – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers' Liability Coverage is $1,000,000 per accident. The Contractor waives its right of subrogation against Shelby County for any and all workers' compensation claims.

4) ***Ambulance Service Providers Professional or Malpractice Liability / Errors & Omissions Insurance*** - $2,000,000 per claim or occurrence/$5,000,000 annual aggregate. Coverage is to include all employees of the Contractor. If coverage is written on a claims-made form, in event of cancellation or non-renewal the Contractor must obtain replacement coverage with a retroactive date to provide continuous coverage, or purchase an Extended Reporting Endorsement to provide coverage for any claims made through the statute of limitations and provide copy to the County.

5) ***Umbrella Liability Coverage – including malpractice/professional liability*** - $10,000,000 each occurrence/$10,000,000 aggregate. Certificate to indicate if coverage is written on claims-made or occurrence basis. If coverage is written on a claims-made form, in event of cancellation or non-renewal the Contractor must obtain replacement coverage with a retroactive date to provide continuous coverage, or purchase an Extended Reporting Endorsement to provide coverage for any claims made through the statute of limitations and provide copy to the County. Coverage is to include employees and name Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds.

6) ***Performance Bond*** – The successful contractor must supply a Performance Bond in the amount of 100% of the annual contract price for each year that the contract is in effect. The County reserves the right to reduce the bonding requirements. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the County in its sole discretion.

7) ***Irrevocable Letter of Credit*** – The Contractor must provide with its proposal a $1,000,000 irrevocable letter of credit. The letter of credit shall be maintained during the life of the Contract. If any Contractor is unable to comply with the provisions of this requirement, it must specify its reasons in its response to the RFP.

All policies will provide for ninety (90) days written notice to the Contractor and Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation

to Shelby County, the Contractor will provide immediate notice to Shelby County. Failure to maintain any of the required coverage may result in breach of the Contract.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

In the event the Contractor self-insures any of the exposures above or carries a deductible or self-insured retention in excess of $100,000 per claim or loss, acceptance of the self-insured status or deductible or retention will be dependent upon review of the Contractor's financial records by the County's Administrator of Finance or his/her designee.

B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. **Hard copy proposals must be received by <u>no later than 4:00 p.m. (CST) on October 3, 2016</u>, at Shelby County Government Purchasing Department, 160 N. Main Street, 9th Floor, Suite 900, Memphis, TN 38103.**

5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original proposal (**clearly identified as original**) and ten (10) copies of the proposal are required.

2. The package containing the original and copies must be sealed and marked with the proposer's name and **"CONFIDENTIAL, EMERGENCY AMBULANCE SERVICES, RFP #17-009-09**" with due date and time indicated.

3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign the proposal. Tennessee sales tax shall not be included in the Contractor's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **<u>Please download the attachment to this document</u>**. The Proposal Response Sheet ***(required document)*** <u>should be the first page of your written response.</u>

1. **Cover Page** – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.

2. Comprehensive Response

(This portion of the proposal must address each item listed below.)

a. Address all requirements and services outlined in Section II – Minimum Requirements and Section IX – Purpose/Scope of Work in your proposal.

b. Outline of how respondent can meet or exceed the minimum requirements.

c. Detail of how the respondent is qualified to provide the services required.

d. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).

3. Cost and Fees

a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).

b. Explain any assumptions or constraints in a price proposal to perform the services.

c. Explain any additional charges or fees in the proposal.

d. Provide an itemized fee schedule listing the cost for each of the services described below to the citizens of Shelby County, Tennessee.

   i. Basic Life Support Non-Emergency Transport

   ii. Basic Life Support Emergency Transport

   iii. Advanced Life Support Non-Emergency Transport

   iv. Advanced Life Support Emergency Level 1 Transport

   v. Advanced Life Support Emergency Level 2 Transport

   vi. Mileage Rate Charged – (From The Emergency Scene to Emergency Room)

   vii. Refusal of Transport or Services (Non-Transport)

   viii. All other additional fees and expenses charged. These are charges for all additional items such as Pulse Oximetry, EKG, Medications, CPAP, etc., which may be charged during a transport of either an emergency or non-emergency request.

4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

a. A brief description of the history and mission of the proposer, including the proposer's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;

b. A statement of how long the proposer has provided services similar to the Services requested herein;

c. A general description of the proposer's experience and background in providing services similar to the Services requested herein;

d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.

e. Resume of each employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects. **OPTIONAL**

5. References

References of the proposer, including at least ten (10) other clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

6. Additional Information

a. A description of any other resources available to the proposer that will be useful in providing the Services.

b. A description of the methods used by the proposer to measure the satisfaction of its clients.

c. Any other relevant information about the capabilities of the proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:

   a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.

   b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review – Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers.

   The evaluation committee shall review the submitted proposals and score points as provided in the scoring guidelines below:

   Each proposal will be evaluated in seven (7) categories: price, financial stability, experience, compliance with State regulations, references, and quality of response. Each category is assigned a maximum point value and each is given a minimum value. If the minimum value is not met in any one category, the respondent will be disqualified. The categories will be evaluated as follows:

   The scoring of proposals is based upon the following criteria:

   25 PTS. **<u>Cost to the County</u>** - This is the amount of the subsidy required from the proposer to provide emergency and non-emergency ambulance services required under the terms of the Contract. This cost shall be a fixed sum annually. This may be adjusted downward at any time during the term of the Contract, but may not be increased. This category will be rated using an assigned point range, maximum of 25 points.

   20 PTS. **<u>Charges of Services to Citizens</u>** – This is the combined weight of the cost for services including transport charges, additional charges, and mileage rate. This category will be rated using an assigned point range, maximum of 20 points.

10 PTS. **Financial Stability** – The committee will use the financial information received from the proposer during the qualifications phase of the project. This category will be rated using an assigned point range, maximum of 10 points.

10 PTS. **Experience** (Past Performance) – This category will be rated using an assigned point range, maximum of 10 points.

10 PTS. **Compliance with State Regulations** – The proposer should provide the County with a list of all states it currently does business in and a list of each state certification and license. The proposer should also advise of any hearings before any State EMS Boards and outcomes of same hearings within the past five (5) years, along with providing any independent accreditations such as the Commission on Accredited Ambulance Services. This category will be rated using an assigned point range, maximum of 10 points.

5 PTS. **References.** The proposer must provide at least ten (10) references, both government and private entities. This category will be rated using an assigned point range, maximum of 5 points.

20 PTS. **Quality of Response.** Each response will be evaluated to determine:

1. Proposer's understanding of the project.

2. If all terms and requirements are discussed clearly and succinctly. This category will be rated using an assigned point range, maximum of 20 points.

TOTAL: 100 Points Maximum

EACH PROPOSAL WILL BE EVALUATED INDEPENDENT OF THE OTHER.

3. Oral Presentation.

Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the

proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing or his designee. Interviews and oral presentations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.