



THE CITY OF
EDINBURG
REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed proposals to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Proposals will be received until **3:00 p.m. Central Time**, on **Monday, October 24, 2011**, shortly thereafter all submitted proposal will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the proposer unopened. It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures. The Proposal shall be for:

RFP NO. 2012-06
EMERGENCY MEDICAL SERVICE CONTRACT

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this proposal, please contact Mr. Shawn Snider, Fire Chief, at (956) 292-2001.

Hand-delivering Proposals: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Proposals: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities and to accept the proposal deemed most advantageous to the City, and hold the proposals for a period of **60** days without taking action.

Proposals must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the proposal envelope with corresponding proposal number and title.



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



CITY OF EDINBURG REQUEST FOR PROPOSALS

Proposal information packets may be obtained at the office of Ms. Lorena Fuentes, Purchasing Agent, Edinburg City Hall, 415 W. University, Edinburg, Texas, 78542. Telephone requests for same information may be executed by calling (956) 388-8204.

Any questions in respect to this project may be directed to Fire Chief Shawn Snider at (956) 292-2001 or City Manager Ramiro Garza Jr. at (956) 388-8204.

A Pre-Proposal Conference will be held on **Wednesday, October 5, 2011** at **9:00 a.m.** in the Edinburg Firemen Training Room of the Edinburg Fire Department, 212 W. McIntyre. All prospective respondents are encouraged to be in attendance.

Meetings will be held with the City of Edinburg staff, October 25, 2011 – November 4, 2011 based on scheduling at the Edinburg Fire Department, Emergency Operation Center, 212 W. McIntyre, for the purpose of allowing each respondent to give an oral presentation of their proposal to the City of Edinburg.

Envelopes must be clearly marked: RFP # 2012-06 Emergency Medical Service Contract

AMBULANCE CONTRACTOR

QUALIFICATIONS STATEMENT

It is the intent of the City of Edinburg to only solicit and review proposals from ambulance contractors who meet certain minimum qualifications, as noted below. If your firm cannot meet these qualifications, do not submit a proposal.

A firm that chooses to participate in this procurement process must place its proposal in an envelope clearly marked "PROPOSAL" and must place its qualification statement in a separate envelope clearly marked "QUALIFICATIONS." Upon receipt, the Purchasing Agent will first open and review each firm's qualification statement. If the firm meets the stated qualification criteria, then, and only then will the proposal envelope be unsealed for review. If the Purchasing Agent determines that the firm does not meet the minimum criteria for qualification, the proposal envelope will remain sealed and the proposal will not be considered or reviewed.

QUALIFICATION CRITERIA

1. List cities or counties with contact person and telephone numbers in which you have provided emergency service and/or transfers: (Length of time) Yes _____ No _____

*An emergency is defined as one involving serious injuries or illness which could result in loss of life or permanent injury. Normally, such emergency calls require the use of emergency warning devices such as audible and visual red lights and siren.

2. Has your firm operated at the Mobile Intensive-Care Unit (MICU) or Advanced Life Support (ALS) level?
YES _____ NO _____

If yes, list cities or counties with contact persons and telephone numbers in which you have operated at the Mobile Intensive-Care Unit (MICU), Advanced Life Support (ALS), or Basic Life Support (BLS) level of service:

*Basic Life-Support Emergency Medical Services Vehicle Qualification. A vehicle qualifies as a basic life-support emergency medical services vehicle if it is designed for transporting the sick or injured and has sufficient equipment and supplies for providing basic life support. (V.A.C.S. Art 4447o, Sec. 1.03(13).)

*Advanced Life-Support Emergency Medical Service Vehicle Qualifications. A vehicle qualifies as an advanced life-support emergency medical services vehicle if it:

- (1) meets the requirements of a basic life-support emergency medical services vehicle; and

(2) has sufficient equipment and supplies for providing intravenous therapy and endotracheal or esophageal intubation. (V.A.C.S. Art 447o, Sec. 1.03(14).)

*Mobile Intensive-Care Unit Qualification. A vehicle qualifies as a mobile intensive-care unit if it:

(1) meets the requirements of an advanced life-support emergency medical services vehicle; and

(2) has sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardioversion, drug therapy, and two-way radio communication. (V.A.C.S. Art. 4447o, Sec. 1.03(15).)

3. Does your firm currently have a Provider License from the Texas Department of Health or can your firm meet those requirements currently?

YES _____ NO _____

4. Has your firm operated a MICU, ALS, or BLS level of "emergency" service in a city or county service area with population exceeding 25,000, or does your firm have a Provider License at an advanced level and have the financial and management ability to provide such service to a city of 77,100?

YES _____ NO _____

If yes, list cities or counties with contact persons and telephone numbers and state details for each level of service provided.

If not, do not submit a proposal.

Again, if you cannot answer "yes" to each of these four questions, do not submit a proposal. Simply submitting a qualifications statement is no guarantee that your proposal will be opened and reviewed. The Purchasing Agent will first determine if your responses to these questions meet our stated qualification criteria before a decision is made regarding whether or not to open the proposal envelope.

SECTION I

STANDARD PROVISIONS OF CITY OF EDINBURG PROCUREMENT PROCESS

A. Definitions

1. City of Edinburg's defined service area means the Incorporated City Limits which encompasses approximately 37 square miles, and approximately 77,100 residents. A map of the city limits is attached as Exhibit #1. This entity is empowered to oversee all business and financial aspects of the ambulance system and to conduct all procurement.
2. Bidder means any organization which desires to furnish ambulance service pursuant to this procurement and which participates in this procurement process in accordance with rules and instruction provided for herein, in "Request for Qualifications," and in "Request for Proposals."
3. Field Personnel means all those employees of the Contractor 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 procurement.
4. Lame Duck Operator means a Contractor who has failed to secure designation as winning bidder under a future procurement, and who shall continue to furnish service under this contract during the lame duck period between the announcement of the new winning bidder and the date of takeover by the new contractor.
5. EMS Provider means an organization that uses or maintains emergency medical services vehicles or emergency medical services personnel to provide emergency medical care or non-emergency transportation of the sick or injured. Also referred to as Contractor. Field Personnel means all those employees of the EMS provider selected 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 procurement.
6. Contractor means that organization competitively selected to perform the work which is the subject of this procurement.
7. Response Time means the total elapsed time between the moment Contractor's control center personnel have acquired call-back number, patient location, and nature of problem information (i.e., "time call received") and the moment the responding unit arrives upon the scene of the emergency incident (i.e., "time unit arrived"). Response times of basic life support first responder units and paramedic ambulances shall be separately recorded and reported.
8. MICU means Mobile Intensive-Care Unit as that term is defined in the Texas Emergency Medical Services Act (V.A.C.S., Art. 4447o).
9. ALS means Advanced Life Support as the term is defined in the Texas Emergency Medical Services Act (V.A.C.S., Art. 4447o).
10. BLS means Basic Life Support as the term is defined in the Texas Emergency Medical Services Act (V.A.C.S., Art. 4447o).

11. First Responder Organization means 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 does not transport those persons. (V.A.C.S., Art. 4447o).

B. General Business Structure. The Contractor shall hold and maintain all required licenses, permits, third-party reimbursement authorizations, and all the accounts receivable funds. It is the City of Edinburg's responsibility:

1. to annually present rate/subsidy options to the City;
2. to review the rates charged by the contractor;
3. to review commitments made by the Contractor when such commitments would extend beyond Contractor's current contract cycle;
4. to review vehicle and on-board equipment lease/sublease arrangements presented by Contractor, if a lease option is chosen by the Contractor;
5. to review those provisions of a vehicle ownership arrangement by the Contractor which permit the City of Edinburg to have immediate access to the vehicles in case of default or cessation of operations – if an ownership option is chosen by the Contractor;
6. and in the event of default, to take over and manage all operations until a new Contractor can be secure through a new competitive bid process.

All day – to – day operations, including dispatching, field operations, billing, collections, purchasing, and other operational functions will be carried out by the Contractor. It is the Contractor's responsibility to maintain all licenses, permits, and third-party relationships. All Mutual Aid agreements should include statements which will mutually hold harmless other services for Liability for their own actions. The Contractor will negotiate all mutual aid agreements with final approval by City of Edinburg, maintain all facilities and all equipment, hire/fire and provide or arrange for in-service training of all dispatchers and field personnel, propose and provide justification for rate changes, manage all billing and collection functions provide monthly reports to the City of Edinburg, cooperate with and respond to the City of Edinburg on matters related to patient care, and generally manage all aspects of the ambulance system's operations.

As compensation for services rendered, the Contractor receives:

1. subsidy payments as specified in the City of Edinburg "Request for Proposals" (RFP);
2. cooperation from City of Edinburg in demonstrating Contractor's capabilities to other potential buyers;
3. and income from fee-for-service revenues.

C. General Organizational Relationships

1. City of Edinburg. The City of Edinburg represents the interest of consumers, taxpayers, and the general public. The City of Edinburg has the power to decide what kind of ambulance service will serve the City of Edinburg. The Contractor will adopt a very specific and well-defined set of rules for the operation of the ambulance service. The Contractor will have approval rights for final disposition of medical control.
2. Contractor. It is the responsibility of the Contractor to manage the actual delivery of ambulance services. Clinical and response time performance must be consistent with standards established by the City of Edinburg. The Contractor may be allowed additional compensation (rate or subsidy increases) if increased standards are imposed during the terms of the Contract or if compliance with such increased standards could reasonably be expected to increase the Contractor's operating cost in excess of allowances already stipulated in Contractor's proposal submission.
3. Radio Control Physicians. These are the Emergency Department physicians who, in cases requiring the use of certain advanced life support procedures, advise and authorize field personnel by direct radio communications. The City of Edinburg recognizes that safe and effective physician direction of field procedures requires that both the controlling physician and the field personnel have approximately the same understanding regarding communications procedures, patient assessment techniques, standing orders, on-board equipment and supplies, and recommended diagnosis specific or problem-oriented medical protocols.

The radio control physician may often direct field personnel to deviate from standard protocol, in cases where such deviation is medically appropriate. Such cases are routinely audited as a means of determining whether the "standard protocol" may be in need of revision or clarification.

4. Public Safeguards. The City of Edinburg must provide for safe, smooth and rapid takeover of field operations in the event any Contractor should fail to perform. Such takeover is structured to occur immediately upon the finding by the City Manager or Fire Chief, after using reasonable due process, that Contractor's performance is deficient to the extent that public health and safety is endangered. In this sense, the City Manager or Fire Chief serves to provide independent, expert, and unbiased arbitration of questions involving major breach of contract affecting patient care.

The Contractor's full cooperation in effecting such takeover in no way implies that the Contractor accepts the finding that a major breach did occur, or that breach was the fault of the Contractor.

Whether the Contractor decides to own or lease the vehicles and on-board equipment, a provision must be included in the EMS agreement that allows the City of Edinburg immediate access and control of such equipment in the case of breach, bankruptcy or other cessation of operations by the Contractor. Special performance security arrangements and contractual provisions regarding Contractor transition make it possible to effect a scheduled or unscheduled change of contractors without danger of service deterioration or interruption.

D. General Performance Requirements.

1. Performance Required. The most important aspect of this procurement is that every prospective bidder understands the fact that this procurement will result in a performance contract. That is, while the City of Edinburg is interested in such things as a bidder's qualifications, key personnel, maintenance program, staffing plan, vehicle coverage plans, training capabilities, and so forth, the City of Edinburg is infinitely more interested in the winning bidder's actual street performance.

When the phone rings in Dispatch, a qualified ambulance dispatcher must answer the phone promptly, must follow approved telephone protocols, offer planned pre-arrival assistance if appropriate, and must manage system response, given the nature of request and the competing demands upon the system at that point in time.

MICU or ALS ambulance response must be within response time limits as established by the City of Edinburg. Clinical performance must be consistent with approval medical standards and protocols. The conduct of personnel must be professional and courteous at all times.

Billing and collection activities must be humane, professional, effective, and designed to accomplish more than merely collect money (e.g., minimize system abuse, maximize patients' third-party recovery, enhance the image of the ambulance system, etc.). The City of Edinburg will not be involved in any billings and collections activities and procedures must be reasonable and customary.

There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the system. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, and prompt and definitive correction action. This ambulance procurement process requires the highest performance and reliability, and the mere demonstration of effort even diligent and well-intentioned effort, shall not substitute for performance results.

2. Not a Level-of-Effort Contract. This is not a level-of-effort procurement. While your bid may include a description of vehicle coverage plans, basing modes, on-call crew provisions, and dispatch center coverage estimated by the bidder to be sufficient or even in excess of that necessary to meet the required performance standards, acceptance by the City of Edinburg of the bidder's offer shall not be construed as acceptance of the bidder's proposal level of effort. In accepting a bidder's level-of-effort estimates; rather, the City of Edinburg accepts the bidder's promise to employ the lesser level of effort as necessary to the achievement of the clinical and response time performance results required hereunder.
3. Use Own Expertise and Judgment. Each bidder is specifically advised to use its own best expert and professional judgment in deciding upon the various methods to be employed to achieve and maintain the performance required under this procurement. By "methods" we mean compensation programs, shift schedules, personnel policies, supervisory structure, vehicle deployment techniques, and other internal matters which, taken together, comprise each company's own strategies and tactics for getting the job done well. The City of Edinburg recognizes that different companies may employ different methods, perhaps with equal success.
4. Primary Responsibilities of Contractor. The list provided immediately below identifies primary responsibilities of a Contractor serving within the City of Edinburg system. The list should be considered illustrative of primary responsibilities only, and should also be considered incomplete. Numerous ancillary and support functions are

also Contractor's responsibility, such as compliance with insurance requirements, personnel recruitment, disaster readiness, inventory control and numerous other functions. Primary responsibilities of the Contractor include:

- a. Contractor employs and manages all ambulance and dispatch center personnel;
- b. Contractor provides or contracts for all employee in-service training;
- c. Contractor provides or contract for equipment maintenance;
- d. Contractor furnishes all fuel, lubricants, repairs, initial supply inventory and all supplies;
- e. Contractor operates ambulance dispatch center and ambulance system to meet all clinical and response time standards.
- f. Contractor develops, negotiates, and maintains hospital/ambulance policies, patient "exchange" policies, equipment rotation program, hospital post relationships where appropriate, and maintains good working relations with all other health care provider organizations and personnel;
- g. Contractor maintains good working relationships with all available first response agencies to ensure continued first responder support;
- h. Contractor secures new or replacement ambulance with post locations as Contractor deems necessary;
- i. Contractor maintains good working relationships with area law enforcement agencies;
- j. Contractor markets transfer work and other ancillary services to improve system efficiency and to enhance the system's disaster response capacity;
- k. Contractor shall cause to be published professionally prepared pamphlets, brochures, circular, 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 contractor to provide services to the public.

- l. Contractor shall conduct all billing and collection activities and procedures. The City of Edinburg will not be involved in any billings and collections.
- m. Since 911 dispatching is available, it is the responsibility of Contractor to interface with appropriate City of Edinburg 911 dispatch center. The Contractor will cooperate with the 911 system to and be fully operational in the 911 system from the initial date of contact thereof and continuously thereafter.
- n. Contractor ensures courteous and professional conduct of all office personnel, dispatch center personnel, and field personnel at all times;
- o. Contractor maintains neat, clean, and professional appearance of all personnel, equipment and facilities;
- p. Contractor works out mutually beneficial support agreements with neighboring ambulance services, subject to approval by the City of Edinburg.
- q. Contractor shall promote and maintain a good reputation through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints received from any member of the news media or from any citizen ("prompt response" shall mean as soon as possible but in no event longer than forty-eight (48) hours), leadership in community CPR programs, leadership in participation in such community activities as health fairs, school programs, and business group meetings, and meetings of community service organizations, etc. A Contractor shall make key personnel reasonably available for interviews with the representatives of the press and news media.
- r. Contractor provides training and in-service training to first-responder personnel.
- s. Contractor participates actively in the medical audit process, provides special training and support to personnel found in need of special assistance in specific skill or knowledge areas, and provides additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to the City of Edinburg for possible adoption;
- t. Contractor maintains State and local vehicle permits and personnel certifications, and the State provider's license:
- u. Contractor causes the City of Edinburg policies to be properly implemented in the field; where questions related to clinical performance are concerned, Contractor shall satisfy the City of Edinburg,

Contractor shall ensure the knowledge gained during the medical audit process is routinely translated into improved field performance. There are currently no written clinical performance policies in effect by the City of Edinburg;

- v. Contractor shall, when requested, advise the City of Edinburg concerning financial implications of changes under consideration by the Contractor
 - w. Contractor shall maintain direct contact with the City of Edinburg. Contractor shall assist the City of Edinburg in scheduling personnel for quality assurance sessions, in securing information and Contractor's designated representative shall attend every quality assurance session to ensure that quality assurance findings are routinely translated into improved field performance.
 - x. When requested by neighboring jurisdictions, Contractor shall analyze service requirements and develop and proposal to furnish service to such jurisdictions, subject to applicable sections of "Special Provisions";
 - y. Contractor shall operate a data processing, billing collection and reporting system meeting standards set forth in the applicable section of "Special Provisions";
 - z. Contractor's general manager shall generally assist the City of Edinburg and its assigned administrator in preparing agendas, preparing the decision-making and monitoring the business and financial affairs of the system.
 - aa. Contractor shall submit a Quality Assurance Plan and coordinate with the City of Edinburg and Legal Department the City of Edinburg to ensure a comprehensive and integrated Quality Assurance Plan.
 - bb. Each MICU vehicle used by Contractor in the provision of ambulance services under this Agreement shall carry equipment necessary for the treatment and transportation of children, including child-sized backboards, splints, cervical splints, and other equipment as may from time to time to designated by the Medical Director.
5. Rights and Responsibilities of Field Personnel. Professional field paramedics and dispatcher personnel shall have a direct linkage to those physicians who are empowered to oversee clinical policy and procedure. When the quality assurance process works properly, with corrective feedback loop fully intact, a majority of system improvement will be the direct result of quality assurance requests initiated by field paramedics and control center personnel.

Where issues involving questions of patient care are concerned, there is no "chain of command". Each of the certified personnel working in the system has not only a right but a legal obligation to deal directly with the system's physician leadership on issues relating to patient care.

This direct linkage, and personnel responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, and collection and recording of primary data. Qualified personnel are prohibited by the operating laws, rules, and regulations which govern this system from operating equipment that is substantially out of compliance with system standards. Qualified personnel are prohibited from falsifying or omitting data from reports. Dispatchers and field personnel have a personal professional responsibility with regard to the delivery of patient care and the accurate reporting of primary data.

6. Professional Courtesy to Field Personnel. Field personnel and dispatch personnel are required to attend quality assurance sessions, when requested by the City of Edinburg, the Medical Director, or the Contractor. The City of Edinburg may attend these sessions as observers. The investment of personal time in the medical quality control process can be justified only when that process can clearly demonstrate its continuous positive impact upon improved patient care. If the benefits of this audit process are not apparent, the quality assurance process may become widely viewed by field personnel as a negative experience and a waste of time. Several factors are essential to maintaining the integrity and effectiveness of the quality assurance process:
 - a. Feedback Loop Made Functional. Unless the quality assurance process routinely produces improvements in system performance, procedures, on-board equipment, and medical control practices, that process will come to be perceived as "negative". This will be the case even if the quality assurance process is regularly utilized to award commendations. The corrective feedback loop is essential and is the Contractor's responsibility.
 - b. Advance Notice and Convenient Scheduling of Quality Assurance Sessions. To the maximum extent possible, quality assurance session times and places should be arranged to fit some predictable scheduling pattern. Field personnel who are requested to attend a quality assurance session should be given choices of quality assurance session times and places should be arranged to fit some predictable scheduling pattern. Field personnel who are requested to attend a quality assurance session should be given choices of quality assurance session to attend, when possible. Where practical and necessary, the Contractor should cooperate to arrange for or allow scheduling trades to make quality assurance session attendance more convenient.
 - c. Treat Different Situations Differently. The City of Edinburg has the power to require attendance by field personnel at a quality assurance session when necessary. The field personnel have the right to attend quality assurance sessions regarding cases in which they are involved. Such attendance is mandatory if the physician conducting the quality assurance process feels attendance is necessary.
 - d. Clarify Attendance Policy. Contractor shall require mandatory attendance at in-service training programs.

- e. System Must back Its Field and Dispatch Personnel. The Contractor, the City of Edinburg and the Police and Fire Department's are encouraged to provide assurances and support, as appropriate, so that field personnel do not feel abandoned during or after a quality assurance session involving their work. The quality assurance process should have the effect of protecting field personnel from uniformed, biased, or other unfair criticism which may occasionally be generated by bystanders, hospital department personnel, family physicians, and press coverage.
 - f. Explain System Organizational and Financial Structure to Field Personnel. The Contractor is responsible for ensuring that all field personnel working in the system possess a basic understanding of the ambulance service system. While this is a complex area of education, professional people cannot be expected to work within and support a structure they do not understand. A formal component of Contractor's in-service training and new employee orientation should ensure that each personnel working in the system has a reasonable opportunity to understand the system, and to ask and receive clear answers to the structural and financial questions that professional personnel inevitable will raise.
7. Reasonable Work Schedules and Working Conditions. While this contract is a "performance contract", and while the Contractor is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, the Contractor is expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the Contractor 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.
8. Reasonable Compensation and Fringe Benefits Required. It is the position of the City of Edinburg that above average field performance derives, at a minimum, average compensation and fringe benefits. However, the City of Edinburg is reluctant to specify any particular methods for providing compensation or fringe benefits, due to the rapidly evolving nature of these aspects of the pre-hospital care industry, and due to changing interpretations of wage and hour regulations.

Contractor shall demonstrate initially and throughout the term of the contract, that the combined effect of the compensation program for field personnel and dispatch personnel provides a financial benefit to those personnel which is at least the substantial equivalent of the average rate of compensation for private sector field EMS personnel in the Rio Grande Valley of Texas.

The City of Edinburg places no restrictions or exceptions upon the Contractor regarding compensation of field personnel who are working in the system in a paramedic capacity.

9. New Employee Recruitment Methods. At the start of the initial contract, the Contractor is strongly encouraged to recruit and hire members of the incumbent emergency ambulance labor force, especially paramedic, EMT-I, and EMT personnel previously working within the local emergency service system.

10. Dispatch Center Operations, System Status Management. Contractor shall furnish all manpower and supervision for the operation of a Dispatch Center. Radio and Emergency telephone calls shall be recorded on a system that includes an internal tamper-proof clock.

Sufficient qualified personnel must be present in the EMS Dispatch Center at all times to allow prompt answering of all telephone request for emergency service, except under very rare circumstances of extreme demand overload. No specific minimum personnel level requirements shall be imposed. However, Contract's staffing levels shall be such that is shall be very, very rare event for a caller to wait more than three rings before the call is answered, or for the person requesting emergency service to be placed "on hold" once the call has been answered.

11. Estimated Business Volumes. The City of Edinburg specifically make no representations concerning the number of emergency and non-emergency calls or transports, quantities or length of long-distance transfer service, or frequency of special events coverage which will be associated with this procurement.
12. Response Time Requirements. Unless otherwise specified in Section II "Special Provision", the standard response time requirement applicable to this procurement is as follows:

- a. Emergency Requests

On not less than 90% of all emergency requests as determined by the dispatcher in strict accordance with approval telephone protocols, the Contractor shall produce an ambulance response time of 7 minutes and 59 seconds or less. In the event that the response time exceeds 7 minutes and 59 seconds, the Contractor shall document the incident in writing and shall document Contractor's efforts to eliminate repetition of the cause of the poor response time performance.

- b. Non-Emergency Requests. The City of Edinburg recognize the Contractor's primary responsibility is to meet emergency service demands, and that from time to time, the Contractor's response to non-emergency requests may be temporarily delayed until sufficient reserve emergency production capacity can be restored to the system. Even so, Contractor shall furnish sufficient production capacity, sufficient on-call crew capacity, and shall manage its available resources so as to normally provide reasonable prompt non-emergency service.

Whenever the Contractor is unable to provide reasonably prompt non-emergency service or is temporarily unable to provide previously scheduled service as planned, Contractor shall so inform the individual or agency requesting such service, explaining the reason for the temporary delay, and shall furnish an estimate of the time service will be available. Contractor shall make every reasonable effort to reduce inconveniences to non-emergency customers and the health care facility involved. When such inconvenience is unavoidable due to unusual system overload conditions, Contractor shall in every instance inform the inconvenienced party or parties explaining the reasons with apologies, and what steps to reduce the length of delay.

There are no quantitatively defined response time standards for non-emergency service imposed by these "Standard Provision", however, due to the sensitivity of non-emergency, the City of Edinburg

requires non-emergency calls to be answered within a reasonable time limit, and also requires that Contractor shall keep non-emergency customers informed concerning any necessary delays. In general, the City of Edinburg requires a reasonable and professional handling of the non-emergency transfer business and of any unavoidable scheduling problems which may occur.

- c. First Responder Alert. It shall be the Contractor's responsibility to rapidly, accurately, and routinely alert first responders when established by the Contractor. The need for first responders alert shall be determined in strict accordance with dispatch protocols approved by the Edinburg Fire Department. The contractor is responsible for establishing and maintaining the appropriate communications linkages between the Dispatch Center and first responder providers.

- d. Use of Mutual Aid Providers to Meet Response Time Requirements. The Contractor may arrange and utilize mutual aid agreements with neighboring EMS providers, and may utilize services furnished by such neighboring MICU or ALS providers toward fulfillment of the Contractor's response time requirements under this agreement, provided the following conditions are met:
 1. Contractor's mutual aid agreements with the neighboring MICU or ALS provider must be reciprocal and fair to both jurisdictions;

 2. Services rendered by the neighboring MICU or ALS provider must be substantially medically equivalent to the level of care required of the Contractor under this procurement, and must be approved as "substantially medically equivalent" by the City of Edinburg; however, on-board equipment requirements, training requirements and medical protocols of the neighboring provider need not be identical to those employed by the Contractor under this procurement;

 3. The neighboring MICU or ALS provider and its personnel must be willing to cooperate with and participate in any medical audit requested by the City of Edinburg involving ambulance runs with which the neighboring provider was medically involved.

 4. Provision must be made to allow for direct radio contact between the neighboring ALS or MICU provider's ambulance and this system's Dispatch Center, to effect reliable coordination, and to allow accurate documentation of response times; where digital data transmission is normally used to record unit arrival times, voice notification by the approved mutual aid provider shall be sufficient for documentation purposes;

 5. While provisions for compensation between the neighboring MICU or ALS providers are not required, should any compensation to the neighboring provider be agreed to, it shall be entirely the responsibility of Contractor to make such compensation payments to the neighboring provider;

6. All such mutual aid agreements arranged by the Contractor with neighboring providers shall be subject to prior approval by the City of Edinburg. All mutual aid agreements entered into by Contractor shall be written to expire concurrently with the termination of this Contractor or an extension thereof;
 7. Transfer of patients by approval air ambulance shall be covered by mutual-aid agreements. Additionally, any transfer of patients by an approved air ambulance from the City of Edinburg service area under emergency conditions shall constitute an exemption from the transfer rights granted in this Contract.
- e. Late-Run Deductions. City may levy financial deductions from Contractor subsidy payments relative to late runs occurring within the defined service area for payment deduction purposes. "Late" is defined as an emergency request with a response time over eight (8) minutes.

The purpose of such late-run deduction is to adjust for the financial incentive that would otherwise exist within the context of the ninety percent (90%) coverage requirements. A ten percent (10%) allowance is necessary as a practical application of emergency response time standards in determining substantial compliance versus major breach of contract. While some small percentage of response time deficiency is inevitable in any ambulance system, and does not necessarily constitute a major breach, the late-run deduction provisions furnish an additional financial incentive to hold late runs to a minimum and minimize response times to all runs, including those which fall within the ten percent (10%) allowance. Late-run deductions of \$100.00 per run beyond the 10% allowance shall constitute the late run deductions.

14. Professional and Courteous Conduct. The City of Edinburg expects professional and courteous conduct at all times from Contractor's ambulance personnel, dispatch center personnel, middle management, and top executives.

Ambulance Service Dress Code. In order to provide a professional appearance, the ambulance service shall have an adopted uniform and all ambulance service personnel shall be in uniform when on duty.

Uniform styles shall be determined by the Contract.

Name tags shall be worn by all personnel.

A level of training badge should be placed on the right shirt sleeve. The name of the ambulance service should be on the left shirt sleeve.

For reasons of personal safety, excessive jewelry should not be worn, i.e., bracelets, large rings, etc.

All personnel must maintain good personal hygiene at all times, and all field personnel must undergo an annual physical examination including blood and urine tests to determine the presence of infectious diseases or illegal drug use and must abide by City of Edinburg Drug and Alcohol Policy.

15. Character and Competence of Employees. All persons employed by Contractor in the performance of work under this Contract shall be competent and shall hold appropriate permits in their respective trades or professions. The City of Edinburg may demand the removal of any person employed by the Contract who chronically engaged 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 Contractor for production of any services under this Contract without the prior written consent of the City of Edinburg. Provided, however, that the City of Edinburg shall not be arbitrary or capricious in exercising its right 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 Contractor's Chief Executive and City administrative representative prior to removal.

Ambulance Operations and Directive (General). It is understood that the Contractor shall abide by all rules and regulations in patient care and ambulance maintenance. The City of Edinburg feels that certain rules and regulations are important enough that they should be restated. The Contractor should know that these items in particular should be strictly enforced and failure to do so could result in fines or termination of contract, or both.

- a. After transportation of a patient, the interior of the ambulance should be straightened and cleaned if necessary. All linens used should be replaced.
- b. If a patient with an infectious disease is transported, the ambulance should be totally cleaned and disinfected.

As an added precaution, to prevent unnecessary infections and illnesses, it is recommended that all ambulance personnel wear disposable gloves when they are involved in patient contact.

16. Key Personnel and Prohibition Against Bait and Switch Bidding. Contractor understands that the City of Edinburg shall, in part, award this bid based upon the qualifications of bidding organization, and on the qualifications of key personnel presented in bidder's proposals. If awarded this Contract, the bidder shall be expected to furnish the personnel identified in bidder's proposal, and throughout the term of the Contract the bidder shall be expected to continue to furnish those same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prohibit "bait-and-switch" bidding practice, intentional or not.
17. Initial Coverage Plan. During the first three months of operations under this Contract, Contractor shall adhere to the initial coverage plan submitted in its proposal, or an approved modification of that plan. Thereafter at Contractor's discretion, the plan of coverage may be altered by the Contractor to produce the required response time performance with the greatest possible efficiency.

It is anticipated that, initially, Contractor shall utilize comparatively more unit hours of production time than might be necessary after the Contract has gained additional local experience. That is, in order to be "safe" during the first quarter of operations, the Contractor is advised to deploy more ambulance units than Contractor expects to deploy later in the Contract when, with benefit of more local coverage experience, improved efficiency can be safely realized. Therefore,

the Contactor shall submit in its bid proposal its suggested initial coverage plan for the first three months of operations, and if accepted by the City of Edinburg, the Contractor shall be required to adhere to the plan as a minimum "level of effort" during the first three months of the Contract. However, the City of Edinburg reserves that right to negotiate an adjustment to this initial coverage plan with the apparent winning bidder, if the City of Edinburg feels that an overly optimistic initial coverage plan is the only important flaws in that bidder's package.

This initial coverage plan need not specify locations of ambulances, post priorities, or dispatching procedures, but need only address the number of vehicles to be deployed during each hour of the day, each day of the week for local emergency and non-emergency coverage during the first three months of operations.

18. Standards for Vehicles and Equipment; Maintenance

- a. All motor vehicles used for the purpose of providing ambulance service hereunder 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 of Edinburg.
- 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 procurement, the Contractor shall be responsible for furnishing all maintenance of vehicles, communication equipment, on-board equipment, and facilities used by the Contractor in performance of this work unless otherwise stated.

19. 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 Contractor by the City of Edinburg's Mayor or designated representative. Contractor shall then, as provided for in approval disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. At the scene of such disasters, the Contractor's personnel shall perform in accordance with local disaster protocols establish by that community.

When the disaster assistance has been terminated, Contractor shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.

During the course of the disaster, Contractor shall use best efforts to provide local emergency coverage, and shall suspend non-emergency transport work as necessary, information persons requesting such non-emergency service of the reason for the temporary suspension.

At the conclusion of such disaster assistance, Contractor shall determine its direct marginal costs incurred in the course of rendering this disaster assistance, and shall present such cost statement to the City of Edinburg

for review, acceptance, and possible reimbursement. The cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual direct marginal costs incurred by the Contractor in the course of rendering such disaster assistance, and shall not include costs of maintaining production capacity that would have been borne by the Contractor to meet normal service requirements if the disaster had not occurred. Only reasonable and verifiable cost reimbursement shall be considered relative to Contractor performance during disaster conditions.

It is the intent of this provision to ensure that the ambulance service system can respond quickly to the emergency medical needs of local and outlying communities experiencing life-threatening disaster. Thus, the provisions set forth in this section are designed to make it possible for the system to respond rapidly under disaster conditions, without expecting Contractor to absorb the marginal cost of providing such assistance.

Normal mutual aid calls rendered by the Contractor shall be performed in accordance with approved mutual aid agreements. The Contractor shall manage any responses to such mutual aid requests in a manner which does not jeopardize Contractor's ability to render reliable response time performance as required hereunder.

20. Data Collection and Reporting Required. Under this procurement, Contractor's data collection and reporting system shall meet the following minimum standards pertaining to quality assurance:
- a. For each request for ambulance service, regardless of geographic origin and including mutual aid given and received, emergency and non-emergency, Contractor's dispatch center personnel shall complete an approved dispatch documentation, and when requested shall furnish such information to the designated representative and to the City of Edinburg, at least quarterly, or upon request;
 - b. For each call on which an ambulance was dispatched, but where no patient was transported. Contractor's ambulance personnel shall complete an approved "no haul" report form, a copy of which shall be routinely furnished to the City of Edinburg, at least quarterly, or upon request;
 - c. For each patient transported, Contractor's ambulance personnel shall complete an approved patient report from consistent with Provider Licensure requirements, if appropriate, an approved MICU or ALS record, and contractor shall routinely furnish a copy of such completed form to the City of Edinburg, at least quarterly, or upon request;
 - d. Contractor shall 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 of Edinburg, at least quarterly, or upon request;
 - e. Contractor shall furnish its employees with approved "Equipment Failure Report Forms", shall utilize such forms in conjunction with Contractor's maintenance program, and shall routinely furnish copies of such completed forms to the City of Edinburg, at least quarterly, or upon request;

- f. Contractor shall convey to the City of Edinburg, system status plan changes at least thirty days in advance of implementation of such changes;
 - g. Contractor shall see that all Contractor's employees are appropriately certified at both the State and local levels, and when requested shall furnish to the City of Edinburg documentation of same, as well as records of participation in quality assurance and in-service training programs; Contractor shall also, at least quarterly, or upon request, furnish periodic reports showing frequency and type of medical incidents and procedure rendered for each medic employed, covering the period of time for which such reports are requested;
 - h. For each call, transport, or account where Contractor fails to furnish required information, as specified in this subsection, the City of Edinburg may, at their option impose upon Contractor a \$100 penalty to be deducted from Contractor's subsidy payments. However, such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond Contractor's reasonable control. Simple loss of records and problems with Contractor's own computer system shall not be considered beyond Contractor's reasonable control.
21. Outside Work. Contractor shall not be prohibited from doing outside work (e.g., long distance transfer work, non-emergency work, inter-hospital transfers, wheel chair transportation, special events coverage, V/A contract work, etc.) either within or outside Contractor's primary are of responsibility, provided.
- a. All such income shall be reflected in Contractor's financial documents to the City of Edinburg.
 - b. Contractor's methods of producing such services are designed to enhance Contractor's peak load capacity, disaster readiness, and overall efficiency, and do not detract from contractor's primary emergency service responsibilities.

Except for services specially identified in "Special Provisions" as falling under rate regulation provisions of this contract, Contractor's charges for such outside work shall not be subject to the City of Edinburg approval. The Contractor shall not be involved in any activities that violate any Federal, State, or local law regulations or ordinance, or any activity that brings discredit to or damages the image of the City of Edinburg. If such activities are found to have occurred or been engaged in by Contractor or any employees of Contractor, the City of Edinburg shall have the right to declare a breach of this Agreement.

22. Contract Commitments. Contractor shall enter into no service contracts which extend beyond the date of termination of this contract, or an extension thereof, except as may be specifically approved in writing by the City of Edinburg.
23. Medical Control Furnished. It shall be the responsibility of the Contractor to ensure the continuous and reliable availability of qualified physician medical control by radio contract or written standard orders with the Field personnel.

The Medical Director shall serve as the Contractor's "Medical Director" for purposes of State requirements for paramedic provider organizations, and for purposes of authorized purchasing 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 City of Edinburg.

- E. Standard Compensation Provisions. Under this procurement process, Contractor is compensated for services rendered by:
- a. Competitive award of specified market rights for a stated period of time;
 - b. Access to possible communication equipment and facilities for possible system locations.
 - c. Fee structure approvals;
 - d. Rights to service existing contracts;
 - e. Assistance in "showcasing" Contractor performance.
 - f. Subsidy payments.
 - g. Payment of full or partial revenue collected from fee-for-service billings. Specified compensation commitments, rate/subsidy tradeoff options, and other compensation details are specified in the City of Edinburg's "Special Provisions".
- F. Complaint Resolution Procedures. The entity may specify the procedure or may ask for documentation of such complaint resolution.
- G. Form of Competition. This procurement will employ a dual-variable competition criteria. The four possible variables include: bidder qualifications, clinical quality, response time performance, and subsidy/rate structure. Any of the four variables may be fixed by the City of Edinburg and bidders compete by presenting proposals addressing the remaining variables. Bidders will be pre-screened prior to submitting proposals, with unqualified firms disallowed from competitive participation. Details related to each procurement are contained in the City of Edinburg's "Request for Qualifications" document or in the City of Edinburg's "Special Provisions".
- H. Miscellaneous Provisions. The following miscellaneous provisions are incorporated into this procurement.

1. Must meet or exceed requirements of the City of Edinburg, Texas, Code of Ordinances, Title XI Chapter 111 Ambulances. A copy of Title XI Chapter 111 is attached as Exhibit #1.
2. Compliance with Applicable Laws, Rules, and Regulations Required. All services furnished by the Contractor under this procurement shall be rendered in full compliance with all applicable federal, state and local laws, rules, and regulations. It shall be the Contractor's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Contract, and to maintain compliance with those applicable standards at all times.
3. Compensation Adjustment for Increase Standards. Under this procurement, the Contractor shall be allowed to apply for negotiated adjustment to Contractor's allowed fee structure or, at the City of Edinburg's option, subsidy payments in the event charges in applicable federal, state, or local laws, rules of regulations require changes in the Contractors' operations which may reasonably be expected to increase the Contractor's cost of performance of service which are the subject of this procurement. The burden of providing the fact of and the amount of such actual and reasonable financial impact upon Contractor's costs of operations shall rest entirely with the Contractor.

The provision applies only to increased production standards which were not known by the Contractor at the time Contractor's bid was submitted.

In applying for such actual cost increases in compensation, the Contractor must clearly demonstrate that the stated costs are actual, "on the margin", and in excess of the allowance for such improvements stipulated in Contractor's bid. That is, the cost to the Contractor of complying with new standards must clearly be in addition to costs which would have been incurred by the Contractor even if the new standards had not been imposed.

Specific rules governing compensation adjustments and budgeted upgrades are contained in the City of Edinburg's "Special Provisions".

4. Vehicle Marking, Advertising, Public Relations, and Marketing. All forms of public information and advertising, direct or indirect, utilized by the Contractor, shall be determined by mutual agreement of the City of Edinburg and Contractor. In general, all vehicle markings, invoices, yellow page advertising, and other advertising and public information programs and material shall utilize Contractor's name or trademark, except for materials created solely for purposes for national marketing of Contractor's services.

The City of Edinburg understands that Contractor is a business organization, and that as such, the Contractor has a legitimate interest in improving and promoting its own image as a competent contract provider of high performance advanced life support ambulance service. Therefore, the City of Edinburg shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote the goodwill and reputation of the company in the local and regional area.

All requirements shall be consistent with the Provider License requirements.

5. Insurance and Indemnification. At all times during the term of the Contract, and throughout any extension periods, the Contractor shall obtain and pay all premium for and furnish Memorandum of Insurance to the City of Edinburg for insurance as specified within this document and attached exhibits. Other parties shall furnish the City of Edinburg with a Certificate of Insurance indicating that the types and amounts of insurance required under this Contract are in full force and effect and that the insurance carrier shall give the City of Edinburg twenty (20) days written notice of any cancellations, charge, termination, failure to renew, or renewal or any change in coverage of any such policy or policies reflected on said certificate.

Furthermore, the Contractor shall indemnify and hold harmless the City of Edinburg, and any other parties specifically identified in the "Special Provisions" from claims arising in the course of Contractor's conduct of operations under this Contract. Contractors shall also obtain and maintain during the term of the Contract Worker's Compensation Insurance as prescribed by the law of the state within which the work under this Contract is being performed.

All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the City of Edinburg.

Finally, malpractice insurance furnished under this policy shall be an "occurrence" type policy, rather than "a claims made" type policy. That is, as long as the incident occurred during the policy period, coverage shall be provided no matter when the claim is made, even if the claim is made several months or years after the actual event took place or after this Contract expired.

6. Non-Transferable Contract. This Contract shall not be assigned or transferred without the expressed written permission of the City of Edinburg. 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 of Edinburg. Provided, however, that the City of Edinburg shall not unreasonably withhold its approval of such change in ownership.
7. Non-Competition. Contractor understands and accepts that a loss of this Contract in a future bid cycle means the loss of all business created during the term of this agreement. Contractor accepts this as a reasonable solution to the problem of system-wide disruption that would otherwise occur.
8. Lame Duck Provisions. Contractor shall in no way penalize or bring personal hardship to bear upon any of its employees who may apply for work with a competing bidder in future bid cycles, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing bidders at the employees' discretion. It is the City of Edinburg's intention under this and future procurement that supervisory personnel, field personnel, and dispatch center personnel serving in the ambulance service system shall have reasonable expectation of long-term employment in this system, even though Contractors may change from time to time over the years to come. In submitting a bid proposal under this procurement, the Contractor expresses its understanding, acceptance, and endorsement of this long-term goal.

In addition, should the Contractor fail to win the bid in a subsequent bid cycle, the City of Edinburg shall obviously depend upon the Contractor to continue provision of all services required under this Contract until the subsequent winning bidder takes over. Under these circumstances, the City of Edinburg recognizes that the contractor would, for a period of several months, be operating as a "lame duck" operator. During such periods of time, the Contractor 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 bid to a competing bidder, and Contractor shall specifically be prohibited from making any changes in Contractor's methods of operation which could reasonably be considered to be aimed at cutting Contractor's operating costs to maximize profits during the final stages of the Contract.

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 previous months of operation, may be viewed as an attempt by Contractor to engage in excessive profit taking during the "lame duck" period, and the City of Edinburg, at its option, may calculate the value of such reduction, and may deduct the amount of such value from Contractor's final payments.

However, the City of Edinburg recognizes that if a competing bidder is awarded the Contract in a subsequent bid cycle, Contractor may reasonably begin to prepare for transition service to the new Contractor during the "lame duck" period, and the City of Edinburg shall not unreasonably withhold its approval of Contractor's performance during the "lame duck" period.

9. The Contractor will have access to the 9-1-1 Reporting System. All other communications will be supplied by the Contractor except PSAP to be supplied by 9-1-1 System.
10. Restriction of Services to Chronic Abusers. To protect the Operations Contractor from possible financial loss as a result of such abuse, the following provisions are made:
 - a. Contractor may, at Contractor's option, identify by name specific individuals that the Contractor has found are chronic abusers of the service system. The Contractor shall document such abuse, and if the Medical Director agrees that a named individual is a chronic abuser, Contractor may refuse to render non-emergency transfer service unless the individual can present an original signed statement from a licensed physician that such transfer service is medically necessary to protect that individual's health and safety. Contractor shall, however, and is requested by the individual, attempt to secure such prior physician authorization initially by telephone, obtaining the written authorization upon delivery of the patient.
 - b. In the case of such names and confirmed chronic abusers whose attempts to abuse the system include claiming the need for emergency ambulance service falsely, Contractor may, at Contractor's own discretion only after dispatching an ambulance to the scene, refuse to transport the patient without prior physician authorization, if the Contractor has determined

that no such emergency condition exists. However, the responsibility and liability for making such a decision shall rest entirely with the Contractor.

- c. The City of Edinburg shall assist with the Contractor in gaining cooperation from local law enforcement agencies to establish standardized procedures for requesting emergency ambulance services at the scene of auto accidents and other incidents. In consideration of such cooperation by law enforcement agencies, and in consideration of first responder services furnished by fire departments, Contractor 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 units, and shall be furnished without additional compensation to Contractor.

It is, however, recognized that any company qualified to participate in this procurement already understand that no-hauls, turnarounds, chronic abusers, and courtesy standby service for law enforcement agencies and fire departments "go with the territory" in the ambulance service industry. Bidders should utilize their own expertise and judgment to estimate the quantity and financial impact of these factors, assuming reasonable effort to contain abuse of service. Dry runs, no-hauls, turnarounds, abuse of service, and courtesy standbys are recognized as a part of "overhead" in the ambulance industry, and no additional compensation shall be sought by Contractor relative to these inevitable activities.

There shall be no screening of calls provisions by dispatcher: if there are any questions, an ambulance will be dispatched. Contractor shall never engage if telephone call screening, transport refusals, or handoff of patients to less qualified crews. All ambulance services rendered under this Contract – whether emergency, non-emergency, or mutual aid-shall be performed by ambulance crews operating from ambulance units.

11. Permits. The Contractor shall be the holder of the State ambulance license and of the State and local vehicle permits. In addition, the Contractor shall make all necessary payments for licenses and permits for the ambulance operations and for issuance of State and local permits for all ambulance vehicles utilized in the system. It shall be entirely the responsibility of the Contractor to schedule and coordinate all such applications and application renewal as necessary to ensure that the Contractor is in complete compliance with such State and local requirements for permits and licenses. Contractor shall obtain and pay for all other necessary permits and licenses necessary to the Contractor's legal performance of this Contract, and shall furnish the City of Edinburg with proof of such issuance. Finally, the Contractor shall be responsible for seeing that its employees State and local certifications, if applicable, are in order and current at all times. The Contractor shall be responsible for all violations of law in any cause in connection with the work.
12. Audits and Inspections. At any time during normal business hours, and as often as many reasonably be deemed necessary, City of Edinburg representatives may observe Contractor's operations, and Contractor shall make available to the City of Edinburg for its examination its records with respect to all

matters covered by this Contract, and the City of Edinburg 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 for personnel, daily logs, conditions of employment, and other data related to all matters covered by this Contractor. City of Edinburg representatives shall be designed by City Manager. City of Edinburg representatives may, at any time, and without notification, directly observe Contractor's operation of the Dispatch Center, maintenance facility, any ambulance post locations, and a City of Edinburg representative may ride as "third party" on any of the Contractor's units at any time. Provided, however, that in exercising this right to inspection and observation, City of Edinburg representatives shall conduct themselves in a professional and courteous manner, shall not interfere in their duties, and shall at all times be respectful of Contractor's employer/employee relationships.

The City of Edinburg right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given to the Contractor in advance of any such visit.

13. Rights and Remedies Not Waived. The Contractor 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 work 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 of Edinburg hereunder constitute or be construed to be a waiver by the City of Edinburg of any breach or convince of any default existing shall in no way impair or prejudice any right or remedy available to the City of Edinburg with respect to such breach or default.
14. Non-Discrimination. Under Title 6 of the Civil Rights Act of 1964; no person shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. This contract is subject to the requirements of Title 6 of the Civil Rights Act of 1964 (PS8U 352) and Department of the Treasury regulations with respect thereto including regulations under 31CRR, Subtitle B, Part 51, Sub-Part E, which the Contract agrees to comply with in the performance of its obligations under this Contract.
15. Suspected of known Child Abuse or Abuse of the Elderly. If any employee of Contractor or any member of a first responder group suspects a child to have been or knows a child to have been abused, such suspected or known child abuse shall be reported within twenty-four (24) hours to the Texas Department of Human Resources.

If any employee or Contractor or any member of a first responder group suspects an elderly person to have been or knows an elderly person to have been abused, such suspected or known abuse shall be reported within twenty-four (24) hours to the Texas Department of Human Resources.

I. Definitions of Major Breach and Provisions for Emergency Takeover. Conditions and circumstances which shall constitute a major breach of Contract by the Contractor shall include but be limited to the following.

1. Failure of the Contractor to operate the ambulance service system in a manner which enables the City of Edinburg and the Contractor to remain in substantial compliance with the requirements of the applicable Federal and State Laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this Contract.
2. Willful fabrication of information supplied by the Contractor during this bid process.
3. Willful falsification of data supplied to the City of Edinburg 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 Contractor's apparent performance, or falsifications of any other data required under this contract.
4. Failure to comply with or exceed the minimum employee wage/salary and benefit package as submitted by the bidder in the bid package.
5. Deliberate, excessive, and unauthorized scaling down of operation to the detriment of performance during a "lame duck" period.
6. Failure to maintain equipment in accordance with good maintenance practices.
7. Willful attempts by the Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle.
8. Chronic and persisted failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
9. Violations by the Contractor on non-completion provisions of this procurement or of prohibitions against other uses of factors of production as specified herein, of failure to furnish key personnel of quality and experience as bid.
10. Failure to comply with approved rate setting, billing and collection procedures.

11. Failure of Contractor to cooperate with and assist the City of Edinburg in establishing, operating, and maintaining a formal complaint resolution procedure.
12. Failure of Contractor to perform to operational standard as determined by the presumption contained in the City of Edinburg's format complaint resolution procedure.
13. Failure of Contractor to cooperate with and assist the City of Edinburg after a major breach has been declared as provided for herein, even if it is later determined that such breach never occurred, or that the cause of such breach was beyond Contractor's reasonable control.

In the event the City of Edinburg determined that a major breach has occurred, and if the nature of the breach is, in the City of Edinburg options, such that the public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency, the matter shall be presented to the City of Edinburg for review. If after a hearing on the investigation of the matter determined that a major breach has occurred and that the public health and safety would be endangered by allowing contractor to continue its operations, Contractor shall cooperate completely and immediately with the City of Edinburg to effect an immediate takeover by the City of Edinburg of Contractor's operations or an interim ambulance contractor approved by the City of Edinburg.

Such takeover shall be effected within not more than 96 hours after such finding of a major breach as determined by the City of Edinburg and reviewed by the City of Edinburg. The finding of a major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the City of Edinburg. Neither shall such dispute by the Contractor delay the City of Edinburg's access to Contractor's performance security.

These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a major breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances delay the process of the emergency takeover of the City of Edinburg's access to the performance security funds and liquidated damages payment as needed by the City of Edinburg to finance said takeover of operations.

Contractor's cooperation with and full support of such emergency takeover, as well as Contractor's immediate release of performance security funds to the City of Edinburg shall not be construed as acceptance by the Contractor of the findings of a major breach, and shall not in any way jeopardize contractor's right to recovery should a court later find that the declaration of major breach was made in error. However, failure on the part of the Contractor to cooperate fully with the City of Edinburg to effect a safe and smooth takeover of operations shall itself constitute a major breach of this contract, even if it was later determined that the original declaration of a major breach by the City of Edinburg was made in error.

If the City of Edinburg declares the Contractor to be in major breach of this Agreement on ground other than performance deficiencies deemed by the City of Edinburg to be dangerous to public health and safety, the Contractor may dispute the City of Edinburg's claim of major breach without allowing a takeover of operations by the City of Edinburg prior to legal resolution of the dispute.

- J. Terms of Contract and Renewal Provisions. The term of Contract and renewal provisions shall be separately established in the City of Edinburg's "Special Provisions".

SECTION II SPECIAL PROVISIONS

The following special provisions shall apply. In the event of discrepancy between these Special Provisions and any provision set forth in Section I hereof the language contained in these Special Provisions shall govern.

1. Term of Contract and Renewal Provisions. Unless initiated earlier by mutual agreement, this Contract shall commence upon completion of executed contract. This contract shall terminate at midnight, September 30, 2013 unless extended as provided for herein.

Any decision regarding possible renewal of this Contract or any extension thereof shall be made at least eight months prior to the scheduled termination date so that if no extension is approved, a new bid process can be conducted on a schedule that will identify the new contractor at least five months prior to the scheduled termination date. The purpose of this requirement is to allow reasonable time for both outgoing and incoming contract to plan and execute an orderly transition, to allow the City of Edinburg and its new contractor to revise the Yellow Pages and other advertising, and to allow time for negotiations of new service contracts, mutual aid agreements, and other contract previously serviced by the outgoing contractor.

This Contract may be extended for a maximum of two extension periods of two years each. Contractor shall be reviewed and notified of extension or non renewal at least ninety (90) days prior to the end of the initial terminal contract.

2. No On-Scene Collections Allowed. Except for ambulance runs which originate or terminate outside Contract's primary area of responsibility, ambulance personnel shall not request or receive payment for services rendered at scene, en route, or upon deliver.

3. Dispatch Data. The City of Edinburg may employ dispatch data to generate various reports for purposes of monitoring Contractor's response time performance, and for other purposes.

4. Provision for Rate Regulations. Contractor's rates charged for services rendered under this Contract shall be subject to regulation by the City of Edinburg. Contractor's proposed rate structure for services to be rendered under this contract shall be submitted as a part of the response to the Request for Proposals.

This rate regulation provision shall limit the City of Edinburg's regulatory power to contract over the maximum "average total bill" (Base rate and all additions included) for emergency services in the manner in which the charge structure is broken down (e.g., larger all inclusive rates with fewer add-on charges versus smaller base rates with more extensive add-on items shall be determined solely by contractor, and may be modified without approval, so long as retrospect analysis of unadjusted accounts receivable generated shows that maximum total average billings are within the authorized levels. The amount of the "average total bill" and subsidy levels shall be determined through annual negotiations with the City of Edinburg.

If retrospective analysis by the City of Edinburg shows that average total billings are in excess of authorized amounts, the City of Edinburg may, at its option, either require a reduction in Contractor's rates or, if the overage is not substantial, delay approval of future rate increase requests which would otherwise have been authorized, by a length of time sufficient to adjust for the amount of over-billing.

After the winning bidder of this procurement has been selected, but prior to entering into a contract or renewal of contract, the City of Edinburg may, at its option, negotiate mutually acceptable adjustments to Contractor's initial

authorized charge structure, to adjust for estimated marginal cost increases or decreases associated with negotiated modifications to Contractor's offered level of clinical or response time performance as bid. Such negotiated modifications to Contractor's proposed clinical standards shall take place only if the City of Edinburg requests that such negotiations take place after the City of Edinburg's review of Contractor's proposed standard.

Throughout the term of this Contract, the authorized billing levels for non-emergency and "treat without transport" shall remain defined as described within this document at rates approved by the City of Edinburg charges for "treat without transport" shall be only for the medication and equipment used.

Annually throughout the term of this Contract, and more frequently if warranted by special circumstances, Contractor may apply for and receive authorized increases in patient carry levels not to exceed 80 percent of rate of inflation of the Consumer Price Index for the Rio Grande Valley area over the most recent 12 months for which figures are then available. This inflation adjustment provision shall not apply to subsidy payments. However, in the event the Contractor experiences an abrupt and substantial increase in costs to the Contractor of petroleum products (not to poor purchasing practices), or an abrupt and substantial increase in Worker's Compensation Insurance, or other insurance costs, Contractor may apply for additional rate adjustments as appropriate. The burden of documenting the need for an appropriate amount of such requested rate increase shall rest solely with the Contractor.

When from time to time during the term of this Contract the City of Edinburg or the State of Texas imposed changes in standards, rules and regulations which could reasonably be expected to impact Contractor's costs of production, Contractor may apply for and receive an approved rate increase, in accordance with provisions set forth herein.

Since Contractor's initial rate/subsidy level is established under this Contract by way of a competitive proposal process involving aggressive competitions among some of the industry's most qualified firms, rather than by way of cost-plus negotiations, all analysis and negotiations related to rate change approvals shall be limited to consideration of marginal cost/revenue changes. That is, Contractor's profitability or lack of profitability shall not be a factor in justifying approval or denial of rate change requests.

Finally, should Contractor experience a major change in third party reimbursement policies including Medicare/Medicaid, which change is generally applicable throughout the ambulance industry and not to the Contractor alone, and if such change will substantially and negatively impact Contractor's compensation under this Contract, Contractor may negotiate with the City of Edinburg to effect appropriate adjustments to rates, subsidy level, or production standards.

5. Review of Proposed Rates. Prior to implementing the rate increases, Contractor shall present its calculations, with detailed supporting documentation, to the City of Edinburg for review and approval.

6. Time Stamps and Response. Time Calculations For pre-scheduled non-emergency requests, "scheduled time of pickup" shall be substituted for "time call received" in response time calculations.

For all types of calls, the response time clock shall be stopped by transmission of the "unit arrived scene" status signal to the Contractor's dispatch. Only calls originating in the service area shall be included in response time calculations and reports. Where a request which originates from within Contractor's service area is responded to by a mutual aid provider at Contractor's own request, the arrival time of that mutual aid provider shall be treated as if it were Contractor's own responding unit only if that mutual aid provider has been approved by the City of Edinburg as provided for in Section I hereof.

For emergency and unscheduled non-emergency request, "time call received" shall be the moment Contractor's dispatch has received both sufficient location information to select and dispatch a unit, and sufficient information about the incident to assign the presumptive run code designation and determine whether a first responder unit should or should not be requested.

7. Use of Helicopters to Transport Patients. All type of air transportation is not to be called to the scene of a medical emergency until the Contractor, police department, or fire department has arrived at the scene, evaluated the situation, and determined there is a need for it.

If a helicopter, or other type of air transportation, is called to the scene of a medical emergency and is not on the scene, or within a short distance thereof, by the time the patient is stabilized and ready to be transported, the Contractor service is to transport the patient to the nearest appropriate facility.

8. Medical Quality Control. Medical Quality Control shall be furnished by the Contractors. A qualified Medical Director shall be appointed by the Contractor but shall be mutually agreed upon by the City of Edinburg, and shall also serve as Contractor's "medical director" for purposes of meeting State requirements, for purposes of Authorizing "standing orders", and for purposes of authorizing Contractor's purchase of controlled medications.

9. Dispatch Data. The Contractor may employ dispatch data to generate various reports for purposes of monitoring response time performance and other purposes as requested by the City of Edinburg.

10. Declaration of Disaster. For purposes of the related compensation provision of this Contract, a medical disaster situation shall be assumed to exist when Contractor is so informed by City of Edinburg. The disaster shall be assumed ended when the City of Edinburg so informs the Contractor.

11. Advance Notice of SSP Changes. Contractor shall normally advise the City of Edinburg of planned changes in Contractor's System Status Plan at least thirty (30) days in advance of implementation of those same SSP changes. Provided, however that if Contractor must implement an emergency adjustment to the SSP to correct an acute performance problem, the 30 - day notice may be waived, but Contractor shall so inform the City of Edinburg as early as possible.

12. Vehicle and on - board equipment. If the Contractor owns the equipment, the Contractor must include in the proposal a plan whereby the City of Edinburg, at its discretion, can assume immediate control of the ambulance and on-board equipment in the event of Contractor's breach of Contract, declared bankruptcy, or other unforeseen cessation of operations.

If a lease arrangement is proposed, the proposal should reflect a plan whereby the City of Edinburg is a party to the lease so that immediate control of the vehicles and on board equipment can be exercised by the City of Edinburg, at its discretion, in the event of Contractor's breach of Contract, declared bankruptcy, or other unforeseen cessation of operations.

It is the responsibility of the Contractor to include in the proposal either an ownership or lease plan that encompasses these provisions. The desired plan shall be subject to the review and approval of the City of Edinburg's legal counsel. The ownership or lease, instrument, when developed and approved, shall be attached hereto.

13. Early Termination Payment Guarantee. Contractor understands that subsidy payments provided herein are subject to annual appropriation by the City of Edinburg.

In the event the City of Edinburg fails in future fiscal years to appropriate sufficient funds to fulfill its obligations to Contractor as promised herein, the City of Edinburg, and Contractor, 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.

14. Compensation and Method of Payment. Contractor's Compensation of Services rendered under this Contract shall consist of the following:

A. Revenues From Outside Work. Contractor may employ the various factors of production used in performance of this Contract to market and provide outside work subject to applicable provisions of this Agreement;

B. Subsidy Payments. Contractor shall receive monthly subsidy payments and such payments shall be due on the 10th of the month following the month of service;

C. Showcase Value. City of Edinburg shall cooperate with Contractor to "showcase" Contractor's operations for benefit of other potential buyers of Contractor's ambulance services.

15. Telephone listings and Other Advertising. Emergency telephone listings shall be furnished by Contractor. Costs of additional yellow page advertising or nonemergency telephone listings shall be the responsibility of Contractor.

All forms of public information and advertising done by Contractor shall be done at Contractor's own expense.

16. Insurance Requirements. Contractor shall furnish proof of coverage for the insurance requirements stipulated within this document. No ambulance vehicle shall be operated in the City of Edinburg unless there is coverage at all times in full force and effect, coverage provided as follows:

A. Public liability insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to, or death of each person, Five Hundred Thousand Dollars (\$500,000.00) for each accident, and One Hundred Thousand Dollars (\$100,000.00) for property damage claims arising out of the operations of the ambulance service authorized herein; If tort claim act raises municipal liability amounts then the coverage herein will be increased correspondingly upon notice by City. Such Policy shall have a minimum of One Million Dollars (\$1,000,000) annual aggregate.

B. The uninsured motorist coverage in an amount equal to the bodily injury liability limits set forth in Subsection A;

C. Malpractice insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for each claim;

D. A One Million Dollar (\$1,000,000.00) umbrella policy providing additional coverage to all underlying liabilities;

E. Said insurance policies required herein shall be submitted to the City of Edinburg's legal counsel for approval and prior to signing of Contract. Satisfactory evidence that such insurance is at all times in full force and effect shall be furnished to the City of Edinburg's legal counsel, in such form as he may specify;

F. Every insurance policy required shall extend for the period to be covered by the license granted Contractor for the ambulance service, and the insurer shall be obligated to give not less than thirty (30) days written notice to the City of Edinburg and designated representative of the City of Edinburg before any cancellation or other termination date;

G. The cancellation or other termination of any policy required herein shall automatically revoke and terminate the Agreement for ambulance service granted by the City of Edinburg, unless another insurance policy complying with the

insurance section provisions shall be provided and be in full force and effect at the time of such cancellation or termination;

H. Each insurance policy required herein shall name as additional insured the City of Edinburg, in addition to the operator of the vehicle.

17. Right to Negotiate. The City of Edinburg reserves the right to negotiate at any time with the selected bidder to alter the terms and provisions of the Emergency Medical Services Agreement to ensure that the needs of the constituents of the City of Edinburg are fully addressed and served.

SECTION III FORMAT OF PROPOSALS

To ensure that the City of Edinburg's comparison of proposals is as fair and as complete as possible, all bid proposals shall employ the following format, including table of contents and numbering conventions.

1. Required Table of Contents. Each proposal shall be structured to incorporate the following table of contents. Any information which does not fit logically into one of these labeled sections (e.g., additional information regarding Bidder's credentials) shall be submitted separately. The required table of contents is as follows:

A. Response Time Commitment.

1. Acceptance of minimum requirements.
2. Commitment to exceed minimum requirements.

B. Level of Clinical Sophistication.

1. Acceptance of minimum requirements.
2. Commitment to exceed minimum requirements.

C. Quality/Quantity and Replacement of Equipment.

1. Acceptance of minimum requirements.
2. Commitment to exceed minimum requirements.

D. Dispatch Center Operations

1. Acceptance of minimum requirements.
2. Commitment to exceed minimum requirements.

E. Commitment to First Responder Program.

1. Acceptance of minimum requirements.
2. Commitment to exceed minimum requirements.

F. Exceptions Taken to Standard or Special Provisions.

G. Financial Statements/Profit and Loss Statements/Annual Reports/10K Statements/Description of other systems.

H. Liability Insurance Requirements.

1. Acceptance of minimum requirements.
2. Commitment to exceed minimum requirements.

I. Option to use City of Edinburg Facilities.

J. Public Subsidy

K. Proposed Rate Structure for Services Rendered.

2. Minimum Standard Specified. It is the intent of this procurement to either preserve or improve upon the current contractor's performance in every category of service. Thus, in each of the first five service categories listed immediately above, Bidder shall agree to meet or exceed the City of Edinburg's minimum service requirements, as

specified in this Subsection. Failure to accept the City of Edinburg's minimum service requirements in any service category shall be grounds for automatic disqualification. Minimum service requirements for each service category, plus examples of additional service commitment are as follows:

A. Response Time Commitment. Minimum response time performance shall be determined as specified in Section I (7), hereof.

B. Level of Clinical Sophistication. The initial level clinical performance required under this procurement shall be that level which is proposed by the City of Edinburg. Such agreed upon initial standards shall then be adopted by the City of Edinburg as its "rules and regulations". Vehicles and crews furnished to perform any ambulance service under this procurement (whether emergency, non-emergency, local, or other) shall meet these requirements. Offers of above-minimum performance levels may, at Bidder's option, allow for a period of training and upgrading transition not to exceed 18 months from date of acceptance of this procurement. Bidder's offered level of clinical performance shall be specified by responding to each of the following items:

1. Personnel Qualifications. Minimum: The personnel which, make up every ambulance crew shall meet Texas State requirements for MICU for Licensure and certification.

2. In-Service Training program. Minimum: Contractor shall furnish, in-house or by approved subcontractor, an in-service training program which will allow field personnel to meet Texas State requirements. An in-service program capable of simultaneously meeting State recertification requirements, with additional emphasis upon subjects directly related to outcome of local medical audit process.

3. On-Board Equipment Supplies/Medications: Minimum: All vehicles shall carry equipment, supplies, and medications sufficient to meet Texas State MICU/ALS licensing requirements. Such additional equipment, supplies, and medications as Bidder may be familiar within other operational settings, consistent with offered medical protocols.

4. Medical protocols. Minimum: Bidder must submit an extensive, detailed, or clinically advanced medical protocols with which Bidder is familiar.

C. Quality, Quantity and Replacement of Equipment. In this section, Bidder shall describe, in detail, the major equipment items to be furnished, and the scheduled replacement policies related to each class of equipment. In addition, Bidder shall stipulate the policy which shall govern, throughout the term of this Contract, fleet size. Minimum: Bidder shall furnish four (4) fully equipped and authorized at MICU level and such number of vehicles as necessary authorized at a lesser level for transfer and backup services fully equipped and authorized at such level as necessary, and shall propose a policy of maintaining a fleet size not less than the minimum.

D. Dispatch Center Operations. Initial dispatch center coverage plan shall be furnished, along with training, in-service training, and employment prerequisites for dispatch center personnel. Telephone protocols, pre-arrival instructions, criteria for first responder alert, and general system status management methods shall be described. Minimum: All dispatch center personnel, preferable in English and Spanish language shall be trained in telephone protocols, first responder alert and pre-arrival instructions.

E. First Responder Program Commitment. In this Section, Bidder shall detail its intentions regarding involvement in and support of any available or potentially available first responder program within the service area.

F. Exceptions Taken to the City of Edinburg's Contract Requirements. In this Section, Bidder shall either: Stipulate that no exceptions are taken to the City of Edinburg's proposed Contract requirements; or, list and thoroughly describe

every exception taken. Bidder is encouraged to offer alternative approaches if it is felt that such an approach would be in the best interest of the City of Edinburg.

G. Financial Statement. In this Section, Bidder shall include, at a minimum, their most recent audited financial statements and Profit and Loss Statements. If available, Bidders are also encouraged to submit annual reports, 10K statements, descriptions of other systems, etc.

H. Liability Insurance Requirements. In this Section, Bidder must agree to obtain minimum liability insurance coverage as required in Paragraph 16, Section II.

3. Number of Copies Required. Bidder shall furnish fifteen (15) copies of its complete proposal. See instructions on cover sheet.

4. Deadline. The Deadline for receipt of proposal is:

Time: 3:00 p.m. Date: October 24, 2011

**SECTION IV
EVALUATION CRITERIA**

The evaluation committee will be evaluating the submitted proposals based on the following criteria:

Responsiveness – 25 pts.

- Requested Information 5 pts.
- Thoroughness 5 pts.
- Understanding of Project 5 pts.
- Answered Questionnaire 5 pts.
- Degree of Interest 5 pts.

Contractor Capabilities – 30 pts.

- Background 5 pts.
- Relevant Experience 5 pts.
- Business Plan 5 pts.
- Knowledge of Area 5 pts.
- Equipment Provided 5 pts.
- Performance Bond or Ability 5 pts.

Staffing – 20 pts.

- Qualifications Disciplines/Skills Supervisors/Employees 5 pts.
- Training Employees – Training FD, PD, and Citizens 5 pts.
- Quality Assurance/Improvements and Complaint Performance 5 pts.
- Medical Director Qualifications 5 pts.

Operation Capabilities – 25 pts.

- Emergency Phone Dispatch 5 pts.
- Billing Rates for Service 5 pts.
- Located in Edinburg 5 pts.
- Mutual Aid Disaster Operations 5 pts.
- Data Collection & Reports 5 pts.