



Matagorda County, Texas

Request for Proposals

for

911-Emergency Medical Services/

Ambulance Services

Service to Begin January 1, 2026

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I. INVITATION TO SUBMIT PROPOSALS

Matagorda County and the cities of Matagorda County, Texas seek proposals for the provision of 9-1-1 Emergency Ambulance Services (EMS). The successful proposer will be granted a contract for an initial period of five (5) years, beginning January 1, 2026, and will have the opportunity to earn up to five (5) one-year extensions.

All potential bidders are requested to register with the County prior to April 15, 2025. Registration can be completed by contacting Mrs. Kubecka below.

A pre-proposal conference is scheduled for April 22, 2025, at 10:00 a.m. at the Matagorda County Commissioners' Court (see address below). Proposers are strongly encouraged to attend, as this conference will be an opportunity to ask questions and receive clarification concerning the RFP and the procurement process. Written questions and requests for clarification may be sent before or after the conference as stated in the "Schedule of Events," but final questions must be received no later than May 6, 2025 by 5:00 p.m. CDT. **Include Appendix 3a and 3b with your proposal.**

All emails and written correspondence will have the following as the subject line. All submissions will have this as the subject line.

INQUIRY: RFP-911/AMBULANCE

SUBMISSION: RFP-911/AMBULANCE

Judge Bobby Seiferman
Matagorda County Commissioner
c/o Kristen Kubecka
Matagorda County Auditor
1700 7th Street County Courtroom
Bay City, TX 77414
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A. Schedule of Events

The following table provides information about the schedule for this procurement process at the time of RFP release:

RFP available for issue	April 1, 2025
Pre-Conference questions due	April 15, 2025
Pre-proposal Conference	April 22, 2025
Post Conference questions due	May 6, 2025

Final answers/clarifications due	May13, 2025
Proposals Due	May 27, 2025
Proposal Evaluation and Scoring	June 10, 2025
Oral Presentations (If Necessary)	June 17, 2025
Tentative Award Notification	July 1 2025
Credentials Verification and Negotiation	July 15, 2025
Final Contract Signed	July 29, 2025
Contract Implementation	January 1, 2026

Notification of any adjustment or changes in the schedule after the release of this RFP will be provided in the form of written responses sent to all persons who have registered as part of this RFP. Verbal notifications are not official and may be incorrect. Proposers may make copies of this RFP for their own use. The County will not be responsible for making notifications to any company, person, or entity other than those properly registered with the County. To register, please contact Kristen Kubecka using the contact information on page 1.

Matagorda County is located in the U.S. state of Texas. As of the 2020 census, its population was 36,255. The County seat is Bay City. Matagorda County comprises the Bay City, TX micropolitan statistical area, which is also included in the combined statistical area of Houston and The Woodlands.

Geography

According to the U.S Census Bureau, the County has a total area of 1,613 square miles (4,180 km²), of which 512 square miles (1,330 km²) (32%) are covered by water.

B. Overview of the System

The current system is best described as a multi-jurisdictional emergency ambulance contract with a single provider operating in the 9-1-1 and nonemergency (non 9-1-1) market segments. Matagorda County, in conjunction with the cities of Matagorda County, will contract exclusively with a single contractor for the 9-1-1 market segment, whereby the contractor will have certain market rights, is expected to perform under a performance agreement, and except for any identified subsidy, is expected to maximize compensation through its own billing and collection efforts.

Market rights for non-emergency (non-9-1-1) ambulance services will not be regulated under this agreement.

1. Service Area

The boundaries are the jurisdictional boundaries of Matagorda County, including, without limitation, the incorporated cities thereof.

2. First Responders

The VFD (volunteer fire department), responds to emergencies within the unincorporated areas and cities of Matagorda County. Some, but not all, of the cities of Matagorda County provide first responder services to EMS calls. All of the VFD respond to all other emergency requests for service. Departments are mostly volunteer services that respond within their respective cities when available in their respective zones. Medical helicopter services are available for response in the County. The provision of air services is not part of this RFP.

3. Communications Center

The Matagorda County Sheriff's Department 9-1-1 Communication Center and Bay City Police Department manage all fire, police, and medical requests for emergency assistance. Currently, these centers dispatch the first responders and transfer the callers to the contractor, which will provide priority dispatch and the dispatch of ambulances. The contractor must maintain a dispatch center within the county boundaries to manage all resources assigned to Matagorda County.

4. Medical Facilities

The non-9-1-1 services in Matagorda County are not covered by this agreement. The contractor may contract this business outside of the provision of 9-1-1 services. Matagorda Regional Medical Center is a Level IV General Medical and Surgical hospital with approximately 68 beds. This hospital is the destination for a majority of the scene incident ground transports originating in the County. Palacios Community Medical Center, located in Palacios, is an acute care hospital with an emergency department and limited medical and surgical services. Some scene calls may be transported to this facility.

5. Historic Service Volumes

Data for 9-1-1/transport volume information will be made available to bidders. This information has not been provided by the current contractor. Estimates are offered as part of the RFP, however, none of the data has been verified and the County cannot guarantee the accuracy of the information. Bidders are cautioned to develop their own models and projections regarding this segment of the market. (Appendix 1.)

C. Parties Functional Responsibilities

The County offers a contract in return for clinically excellent, response-time compliant professional EMS services. Although the County and its city partners may provide

subsidy revenue to the contractor, the contractor will endeavor to derive and maximize its operating revenue from user fees. The division of functional responsibilities in this EMS system is designed to achieve the best possible combination of public interest and industry expertise when experienced from the patient's point of view.

1. County's Functional Responsibilities

The County will appoint an ambulance committee that will provide operational and medical oversight, and regulation of the system. Under this arrangement, the County and this committee have the following responsibilities:

- Contract for all emergency (9-1-1) ambulance services with a single ambulance provider for the system
- Represent the public interest and its constituents
- Provide the mechanism to collect and distribute system subsidy, if necessary
- Monitor compliance and enforce contractual terms
- Oversee and approve the Contractor's initial/continuing education programs, quality improvement/ reporting programs, and review and approve medical protocols and changes to medical protocols
- Temporarily replace the contractor in case of non-performance
- Convey exclusive 9-1-1 ambulance service contract rights to the contractor
- Regulate rates and fees for EMS services to the extent allowed by law
- Conduct periodic RFP solicitations to select an operations contractor

2. Contractor's Functional Responsibilities

Under this system, the contractor will furnish and manage EMS dispatch, field operations, and accounts receivable services, including but not limited to:

- Employment of dispatch and field personnel
- Supervision and management of the contractor's employees with a Supervisor in a Quick Response Vehicle (QRV) 24/7/365
- Provision and maintenance of vehicles and equipment necessary to provide the specified services
- Development and management of an internal quality improvement system, as well as participation in any System Quality Improvement (QI)

- Meeting all Federal and State guidelines to operate an ambulances service
- Meeting all clinical guidelines, including educational requirements imposed by the Medical Director and the State of Texas.
- Purchasing and control inventories
- Support services necessary to operate the system
- Accurate completion and timely submission of EMS records, per state rules and regulations, to hospitals, including approved clinical and billing related data
- Meeting contractual response time and other performance requirements in compliance with all applicable law, including but not limited to: State regulations, the ambulance contract, the System Standards of Care, and approved Medical Protocols
- Participating in and cooperating with medical audits and investigations with timely responses and completion of assigned tasks
- Submitting contract compliance reports while providing a verifiable audit trail documenting that performance
- Providing patient billing and collections service while reporting all billing data as required in the contract
- Providing indemnification, insurance, and other security as stated in this document and the final contract
- Providing appropriate offices and facilities within the County

The system design places the responsibility for operational performance, and all of the factors of production necessary to cost effectively achieve that performance, under the contractor's control.

II. MINIMUM QUALIFICATIONS & DOCUMENTATION OF CREDENTIALS

Overview

This section describes the minimum qualifications a proposer must meet to be eligible for contract award. This process will require the submission of a single proposal document containing both the proposer's credentials statement and detailed service proposal.

Credential statements will be evaluated to establish the relative strength of each proposer in the areas of analogous experience, financial strength and stability, and documentation of regulatory compliance. Proposers are cautioned about submitting incomplete or

unresponsive credentials statements or proposals. Incomplete or unresponsive credentials or proposals will not be considered.

The County will conduct a verification of the credentials and qualifications of the proposer receiving the best score in the evaluation process. If the County finds any substantial misrepresentation of qualifications, or is unable to verify a proposer’s credentials, the proposer will not be selected. The County will then proceed to verify the credentials of the second-place proposer, and so on, until the highest scoring proposer is awarded the contract. Credentials scoring will be accomplished by assigning the maximum number of points in each category to the proposer documenting the strongest qualifications. Other proposers will receive proportionately fewer points based on the evaluation of the relative qualifications of each proposer. Submissions failing to demonstrate minimum qualifications in any category will receive a “0” score for that category.

The following table illustrates the credentials categories and their corresponding potential points:

CATEGORY	MAXIMUM POINTS
Analogous Experience	40
Sound Financial Strength	40
Documentation of Regulatory Compliance	20
Maximum Total Credentials Points	100

A. Standard Method for Qualifications

Proposers must provide detailed information and supporting materials to enable the County to fully evaluate their qualifications. Proposers with multiple sites may use information from any site to establish qualifications. However, the information presented that does not reflect the experience of the operational site responsible for performance under this proposal shall be noted.

Should any group of entities submit a proposal as a joint venture, or should any submitter propose to use a subcontractor to fulfill obligations specified in this RFP, any information presented that does not reflect the experience of the operational unit submitting the proposal shall be noted.

1. Analogous Experience

The preferred method of demonstrating analogous experience requires each proposer to provide the following: Documentation clearly demonstrating that the proposer has experience managing a full service ALS or Tiered ALS/BLS (emergency) ambulance

service in a community with a population of at least 40,000 persons. Information should include a list of communities in which the service is operated, name(s), address(es), and phone number(s) of the Medical Director(s), and the contract officer(s) or designated public official(s) with oversight responsibility. Documentation of independently verifiable maximum (fractile) response time performance, the number of responses provided in each of the last two years, and a brief description of the community, its EMS system, and the services provided by the proposer must be included.

Alternatively, if the proposer cannot show experience managing a full-service ALS or ALS/BLS tiered ambulance service as described above, the proposer will address the following:

Documentation of existing internal emergency services management systems and personnel that can facilitate its transition to managing such a service. This information should include, but not necessarily be limited to, descriptions of operational methods for those items listed in the Mandatory Table of Contents, listed in Section VII, Submission and Scoring of Proposals:

Proposer shall provide information and documentation of existing or proposed management and supervisory strength, including senior management and management bench strength, to demonstrate the organization's ability to manage such a program. The information provided shall be in the form of names and resumés of existing management and supervisory personnel directly responsible and accountable for providing services under this RFP.

The proposer shall demonstrate its ability to comply with response times by one of the following methods:

(A) Demonstrate experience in managing and operating a service that is required to comply with specified emergency response times based on fractile compliance (e.g., responding to 90% of life-threatening emergencies within an established timeframe). Documentation shall include a copy of the contract language, regulation, or ordinance that stipulates compliance, and the service's response time performance for the past full year for which information is available. This information shall be provided in a monthly compliance report.

Or, (B) if the proposer does not have experience managing and operating a service that is required to comply with the specified response time:

The proposer shall provide clear and convincing information that demonstrates the capability to implement and manage such a system. The proposer should include information about the steps, policies, procedures, training, equipment, and management techniques that will be utilized to fulfill the requirements of the contract.

2. Demonstration of Sound Financial Position

The proposer shall provide evidence that clearly documents the financial history of the organization. All financial information should be reported for the operational unit responsible for the proposal. If the organization is a multi-site operator or subsidiary operation, it may report consolidated financial information, provided that a letter guaranteeing the proposer's performance with the full faith and credit of the parent organization is included with the financial data, signed by an official clearly authorized to bind the parent organization. The proposer shall also provide and document the following:

- Access to sufficient capital to provide for implementation and start-up of the contract
- Financial reserves or net worth sufficient to sustain the operation in case the proposer has incorrectly estimated expenses or revenue from the operation
- Any issue or potential event that may have a material bearing on the financial condition, solvency, or credit worthiness of the organization, including any material contingent liabilities or uninsured potential losses
- If the proposer's organization or its parent company is publicly traded, a copy of the most recent annual report and SEC forms 10-(k) and 10-(Q) must be included. These must include audited financial statements for at least the past two (2) years
- If the company is not publicly traded, copies of financial statements must be included (audited preferred) for the last two (2) years
- Clear evidence of the ability to secure insurance coverage required under this procurement must be included. This may be in the form of certificates of insurance or a letter from an appropriate insurance company documenting that coverage will be provided. Detailed insurance coverage requirements are set forth in Appendix 2
- A federal program (Medicare and Medicaid) and third-party payor billing and documentation compliance program: Proposer should identify its program, methods, documentation guidelines, and implementation procedures

3. Documentation of Regulatory Compliance and Litigation

The proposer shall detail any and all regulatory investigations, findings, actions, complaints, and their respective resolutions. The proposer must specifically include details about any and all instances in which an emergency (9-1-1) contract was vacated or terminated within the last two (2) years. Additionally, the proposer must detail the circumstances and resolution of any contract disputes or notices of non-compliance.

III. OPERATIONS MANAGEMENT PROVISIONS

A. General Contractor Relationship

The County intends to hire a single contractor to provide all of the services specified within this RFP. Should a proposer intend to utilize one or more subcontractors to provide any of the contractor's primary responsibilities—including, but not limited to, ambulance response, medical transportation, staffing, training, communications, call center management, protocol development, accounts receivable management, collection activity, fleet or equipment maintenance, or any similar services—the proposer must include detailed information about the subcontractor and its relationship to the proposer to enable the County to evaluate the quality and effectiveness of the subcontractor's proposed role. Copies of all proposed subcontracts should also be included. Should the successful proposer plan to utilize subcontractors, the County will look only to the primary general contractor to deliver contracted performance. The inability or failure of any subcontractor to perform any duty or to deliver contracted results will not excuse the primary contractor from any responsibility under the contract with the County.

B. Scope of Service

The contractor must provide all ground ambulance service for the entire population of the coverage area, originating through the 9-1-1 center. Aeromedical helicopter rescue services will not be the responsibility of the contractor.

All 9-1-1 ambulance services will be provided at the advanced life support (ALS) or Tiered ALS/Basic BLS Life Support level. Additionally, the contractor must furnish standby coverage for special events originating within the coverage area, reasonable mutual aid services, special contract services, and communications and medical dispatch services. The contractor must coordinate disaster response with all cities and operational plants in the county.

Currently, first responder support is available in sections of the County area by VFD. The proposer will be expected throughout the life of this agreement to collaborate with local officials in assisting in the development of first responder services throughout the entire coverage area.

Although the contractor may seek outside obligations, the contractor may not use any of the system's EMS system infrastructure or factors of production to provide service for any other purpose not covered by the contract, unless the contractor first presents a plan, which may include subsidy reimbursement back to the County, and receives County approval. Under no circumstances will such outside obligations interfere with the contractor's obligations to this system. The County recommends the contractor seek CAAS accreditation during the first 5-year term.

C. Response Time Performance

In this performance-based contract, the County will not limit the contractor’s flexibility in providing and improving EMS services. Performance that meets or exceeds the response time requirements of the RFP is the result of the contractor’s expertise and methods, and therefore is solely the contractor’s responsibility. The contractor must apply its best effort to minimize variations or fluctuations in response time performance according to the day of the week, or week of the month.

D. Response Time Requirements

Compliance is defined when 90% or more of responses in each response area are achieved in the Urban and Rural areas. The contractor is required to meet the following response time requirements throughout the coverage area.

Zone	Max Allowable Response Time	Max Allowable Response Time	Max Allowable Response Time
	Zone 1	Zone 2	Zone 3
Priority 1	10 Minutes	15 Minutes	15 Minutes
Priority 2	30 Minutes	30 Minutes	30 Minutes

The Priorities are defined as below:

Priority	Definition
1	Life-Threatening/ Emergency
2	Non-Life Threating Emergency 9-1-1 Response

E. Response Time Measurement

1. Time Intervals

For the purposes of this contract, response times will be measured from the time the call is received at the contractor communications center Computer Aided Dispatch (CAD) terminal until a ground ambulance from the contractor or another authorized mutual-aid ALS/BLS crew arrives at the incident location and stops the response time clock.

For all types of requests for ambulance service, the response time clock shall be stopped by transmission from contractor's ambulance or authorized mutual-aid ambulance by the "unit arrived on scene" status signal to CAD. Such transmission shall not be made before the ambulance actually arrives at the specific address or location dispatched. In instances of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven. Arrival on the scene by a first responder’s unit or supervisor's vehicle shall not stop the response time clock.

“Arrival on scene” is defined as the moment an ambulance crew notifies the EMS Dispatch Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous scenes), “arrival on scene” shall be the time the ambulance arrives at the designated staging location.

In instances when the ambulance fails to report “on scene,” the time of the next communication with the ambulance will be used as the “on-scene” time. However, the contractor may appeal such instances when it can document the actual arrival time through other means, such as first responder or AVL position reporting.

2. Upgrades, Downgrades and Reassignments

a. Upgrades

If an assignment is upgraded to emergency (Priority 1) from any other priority prior to the arrival on scene of the first ambulance, the contractor’s compliance with contract standards will be calculated based on the shorter of:

- Time elapsed from call receipt to time of upgrade, plus the higher priority response time standard, or
- The lower priority response time standard

b. Downgrades

If an assignment is downgraded prior to the arrival on scene of the first ambulance, the contractor’s compliance with contract standards will be calculated based on:

- The lower priority response time requirement, if the unit is downgraded before it would have been judged “late” under the higher priority response time requirement, or
- The higher priority response time requirement, if the unit is downgraded after it would have been judged “late” under the higher priority response time requirement

c. Reassignment Enroute

If an ambulance is reassigned enroute prior to arrival on scene (e.g., to respond to a higher priority request), the contractor’s compliance will be calculated based on the response time requirement applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance on the scene from which the ambulance was diverted.

d. Disregarded Enroute

If an ambulance is cancelled (disregarded) by an authorized agency after an assignment has been made but prior to the arrival of the first ambulance, and no ambulance is required at the dispatch location, the response time clock will stop at the moment of cancelation. If the elapsed response time at the moment of cancelation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be “late.”

e. Response Times Outside of the Service Area

The contractor will not be held accountable for emergency or non-emergency response time compliance for any response dispatched to a location outside the defined service area. Responses to requests for service outside of the service area will not be counted in the total number of responses used to determine compliance.

f. Each Incident a Single Response

Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the first ambulance dispatched and the on-scene time of the first arriving contractor’s or authorized mutual aid ground ambulance will be used to compute the response time for the incident.

g. Response Time Exceptions and Exemption Requests

To increase production should temporary system overload persist, the contractor shall maintain mechanisms for reserve production capacity. However, it is understood that, from time-to-time, unusual factors beyond the contractor’s reasonable control may affect attainment of the specified response time requirement. These unusual factors are limited to uncommonly severe weather conditions.

Equipment failures, traffic congestion, ambulance vehicle failures, dispatch errors, inability to staff units, and other causes will not be grounds for granting an exception to compliance with the response time requirements.

If the contractor believes that any response or group of responses should be excluded from the compliance calculations due to “unusual factors beyond the contractor’s reasonable control,” the contractor may provide detailed documentation to the County to request that they exclude such runs from response time calculations.

F. Response Time Reporting and Audit Trail

Each proposer must propose a system to ensure a complete audit trail for all response times and assure the County access to the response-time data, at any time, to ensure compliance. The contractor must provide, by the seventh business day of each calendar month, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein.

G. Deviations from Response Time Performance

Failure to comply with any response time standard or requirement of this RFP, or the final contract, will be considered a violation of the contract and may result in contractor default as outlined in Section V., F. Contractor Default and Provisions for Early Termination. Proposers are cautioned to understand the resources necessary to provide response time performance and system coverage, and to bid accordingly.

H. 100 Response Rule

For every response category and Zone within which 100 or more emergency responses occur, 90% compliance must be met each month. However, for any category/area in which fewer than 100 responses originate, compliance will be calculated using the last 100 sequential responses for that category/area.

I. Contractor-Provided Equipment

Unless otherwise declared in this document, the contractor will be responsible for providing any and all equipment necessary for the provision of ambulance services in this system, including all fixed locations. Proposers must outline their equipment maintenance program and replacement schedules for all major equipment, such as monitor/defibrillators, stretchers, suction units, etc.

J. Ambulance Fleet

Proposers must provide a detailed plan for the management of the ambulance fleet, support vehicles, and onboard equipment. At a minimum, this plan should provide detailed specifications that describe the vehicles and equipment to be used.

The County requires that the specified ambulances meet the following minimum standards:

- Minimum fleet size of 125% of proposed peak deployment
- No ambulance to have cumulative mileage of more than 250,000 miles
- All ambulances must meet Federal Specification KKK-1822C or CAAS and be certified by the manufacturer to meet these specifications.
- All ambulances must be equipped with AVL/GPS linked to the CAD. All units will have in-vehicle mapping and be visible to the dispatcher at all times.
- All ambulances must be specified and constructed to transport two (2) patients, one (1) contractor paramedic, one (1) Fire Department first responder in the patient compartment, and one (1) family member in the front passenger seat, as well as the contractor's driver, without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled.

Proposers must fully describe their vehicle maintenance program designed to prevent vehicle malfunctions and critical failures. Proposers must also provide their replacement schedule for all vehicles to be used in this system.

K. Initial Coverage and Staffing Plan

The proposers must include descriptions of the initial ambulance coverage plans and deployment models estimated by the proposer to be sufficient, or even more than deemed necessary, to meet the performance standards required herein. The initial “plan” and staffing plan must include a clear proposal of minimum ambulance staffing for every hour-of-day and day-of-week. Proposers must also describe their plan to maintain reserve capacity to increase production should temporary system overload persist. Proposers must provide sufficiently detailed information in their submissions, including post/station locations, unit hours per day, and shift schedules, to allow evaluation of the plan’s thoroughness.

Subsequent coverage plan modifications - including any changes in post locations, priorities and around-the-clock coverage levels—may be made at the contractor’s sole discretion by notifying the County in writing at least five (5) business days prior to the implementation of the change.

L. First Responder Support

The contractor shall develop mechanisms to exchange re-usable orthopedic appliances, and re-stock disposable and BLS/ALS medical supplies used by first responders when first responder personnel have provided treatment. Equipment and supplies will be exchanged on a one-for-one basis. Whenever possible this exchange should be accomplished on-scene. If patient care or circumstances at the scene prevent an on-scene exchange, the contractor will arrange to accomplish the exchange as soon as reasonably possible.

In any situation in which Fire Department personnel assist the contractor during transport to the hospital, the contractor shall provide or arrange return transportation to the fire station for those personnel. This must be accomplished within a reasonable period of time. Proposers should describe how they will accomplish this requirement.

The proposer must detail in its proposal its support of in-service training for its employees and the first responders, which will benefit the EMS system as a whole. This training should, at a minimum, facilitate on-scene interactions with contractor’s personnel by offering joint EMS training and provide access to the contractor’s educational programs necessary for the continued certification of first responders. This training should include, but not be limited to, ACLS, BTLS or PHTLS, and PALS/PEP/PPPC courses.

M. Communications and Communication Center

The contractor shall furnish and manage ambulance dispatch and communication services. Such services shall include, but are not limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services. The contractor must maintain a 24/7/365 dispatch center within the boundaries of this contract.

The contractor shall utilize a computer-aided dispatch system to record dispatch information for all ambulance requests. The CAD time recording system shall include the date, hour, minutes, and seconds. All radio and telephone communications, including pre-arrival instructions and time track, must be recorded, and kept for a minimum of ninety (90) days. The computer-aided dispatch system shall meet the reporting requirements as specified herein.

1. Dispatch Computer

The dispatch computer supplied by the contractor shall be capable of the following:

- a. Electronic data entry of every response on a real-time basis
- b. Prioritization of deployment planning; displaying calls received for runs pending, runs in progress, transfers scheduled up to twenty-four (24) hours in advance, and status of ambulance resources available for service
- c. Continuous display of unit time in each response status: Automatic display of units exceeding pre-determined "time in status" criteria for deployment and crew safety.
- d. Immediate recall on any current, previous, or pre-scheduled run for inquiry by date, incident number, location, or patient name
- e. On-line, real-time visual display showing a deployment plan and prioritization of area coverage for that time of day and day of week
- f. Automated integration with digital paging, mobile status messages, and 9-1-1 ANI/ALI displays
- g. Simultaneous and continuous printed logs of deployment
- h. Security features preventing unauthorized access or retrospective adjustment and full audit trail documentation
- i. AVL/GPS monitoring of the entire ambulance fleet

2. Communication Center Data Capabilities

The contractor's electronic data system must be capable of producing the following reports to be utilized in measuring response time compliance:

- a. Emergency life-threatening and non-life-threatening response times by jurisdiction and by priority
- b. Unscheduled non-9-1-1 and scheduled non-9-1-1 response times by jurisdiction and by priority
- c. Out-of-chute response times by crew members
- d. On-scene times
- e. Hospital drop times by crew members
- f. Emergency and non-emergency responses by hour and day
- g. Dispatch personnel response times reports
- h. Canceled run report
- i. Demand analysis reports
- j. Problem hour assessments

In addition, the contractor shall fully complete a manual “dispatch card” approved by the County for each dispatch of an ambulance when the computer is inoperable. The contractor’s personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch card information into the CAD system.

3. Personnel, Staffing and Emergency Medical Dispatch (EMD)

Communications call-takers must provide medically appropriate priority dispatch and pre-arrival instructions using Medical Priority Dispatch Systems protocols approved by the County.

Medical communications workers shall, at a minimum, be certified in emergency medical dispatch (EMD). The contractor shall provide comprehensive employee orientation and testing encompassing EMD certification, CAD system use, system familiarity, and mapping.

The contractor must utilize medical dispatch protocols and pre-arrival instructions approved by the Fellows of the National Academy of EMS Dispatch. The dispatch priorities are subject to change by the Medical Director. While “priority dispatching” as defined by the Fellows of the National Academy of EMS Dispatch is acceptable, the County does not allow the concept of “call screening.” It shall be a material breach of this contract for the contractor to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services to any location within the regulated service area because of the patient’s perceived, demonstrated, or stated inability to pay for such services, or because of an unavailability status or the location of any ambulance unit at the time of the request.

N. Data and Reporting Requirements/Financial Statements

The long-term success of an EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, the County will require its contractor to provide detailed operations, clinical, and administrative data in a manner that facilitates its retrospective analysis.

Annual and monthly income statements for the contractor's operation under the County contract shall be provided to the County within ninety (90) days of the end of each fiscal year and ten (10) business days of the end of each month. The income statements shall be in the format specified by the County and the end of year financial report shall be certified by a certified public accountant that has direct responsibility for financial aspects of the contractor's operations under the contract.

O. Standby and Special Events Coverage

Upon request by law enforcement and fire department dispatchers, the contractor shall furnish courtesy standby coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

Other community service-oriented entities may request standby coverage from the contractor. The contractor is encouraged to provide such non-dedicated standby coverage to events if possible. If the contractor is requested to provide such services with a dedicated ambulance, then the contractor may provide such services for a charge equal to the approved rate for standby services.

P. Community Education Requirements

The County desires its contractor to undertake significant steps to improve access to the 9-1-1 system and to participate in community education programs emphasizing preventive health care. These programs are to be made available to schools and community groups. It is the expectation that the contractor must plan such programs, working collaboratively with the County and other public safety groups, such as the American Heart Association, the American Red Cross, and local fire departments.

Q. Mutual Aid

The provider may enter into mutual aid agreements with other agencies that will utilize the other provider's units to occasionally respond to calls within the system's jurisdiction, provided that the level of service is substantially equal to that provided by the contractor. Mutual aid may be utilized to augment, but not replace, the services that the County requires from the contractor. In every case, the contractor will be held accountable for the performance, including response times, of any mutual aid provider used in the system.

R. Disaster Assistance and Response

The contractor shall be actively involved in planning for and responding to any declared disaster in the area. In the event a disaster within the area is officially declared, normal operations shall be suspended, and the contractor shall respond in accordance with the County's disaster plan. The contractor shall employ best efforts to maintain primary emergency services. During the period of declared disaster, the County will not impose performance requirements for response times. The contractor will coordinate with all of the plants operating in the county to ensure an integrated response in a disaster.

The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. The County will provide all reasonable assistance to the contractor in recovering these costs; however, the County shall not be responsible for payments to contractor.

IV. CLINICAL AND EMPLOYEE PROVISIONS

A. Medical Oversight

The provider must furnish a Medical Director who is approved by the County. The Medical Director must be regional and available to attend the County EMS Committee meetings, provide a set of protocols for all clinical care dispatchers and medical care team.

The Medical Director shall have the following powers and duties:

1. Develop medical protocols for ambulances and periodically revise same. Medical protocols provide guidance in patient care, treatment and transportation for emergency medical technicians and paramedics. The protocols should also provide a standard to evaluate patient care and a template for quality improvement.
2. Develop Communication Center protocols and periodically revise same. Dispatch protocols shall provide guidance for prioritizing the urgency of a response to a request for medical assistance.
3. Periodically evaluate the performance of employees and will oversee the in-service and audit programs to ensure quality.
4. Conduct medical audits of individual cases as required and as requested by the County.

B. Minimum Clinical Levels and Staffing Requirements

All ambulances rendering any ambulance services under the provision of 9-1-1 shall be ALS or a tiered system with ALS and BLS (BLS minimum of (2 EMT) and ALS (1 EMT-Paramedic and 1 EMT-Other). Proposers are asked to detail in their proposals the

additional certification levels (ACLS, PHTLS, etc.) they will require for each level of certification to be used in this system. A detailed plan of when ALS and BLS will be utilized shall be included in the proposal if a tiered system is proposed.

C. Clinical Quality Improvement Required

The County desires that its contractor develop and implement a comprehensive quality improvement process, approved by the county, for the EMS system. That process shall include, at a minimum, clinical field personnel and medical dispatch personnel. Quality improvement processes shall be utilized to improve outcome-oriented patient care and facilitate continuing education.

The contractor shall provide in-house or sub-contracted in-service training programs, approved by the county, designed to meet employee certification requirements that will be offered at no cost to employees.

D. Incumbent Work Force and Employee Issues

A number of dedicated, highly trained personnel are currently working in the EMS system. To ensure that all employees have a reasonable expectation of employment and to help ensure a smooth transition, the contractor will make a diligent effort to hire and retain current employees.

Proposers are expected to employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, and/or mandatory overtime without adequate rest. The contractor must offer reasonable compensation, and not apply substandard compensation levels in order to deliver the economic efficiencies necessary to profitably manage this contract.

The contractor will be required to develop and implement an aggressive loss control program including, at a minimum, physical pre-screening of potential employees (including drug testing), and an initial and ongoing driver training program. Additionally, training and education in infectious/communicable diseases will be provided by the Proposer.

E. Character, Competence, and Professionalism of Personnel

County expects and requires professional and courteous conduct and appearance at all times from the contractor's field personnel, medical communications personnel, middle managers, and top executives. All people employed by the contractor in the performance of work shall be competent, shall hold appropriate licenses and permits in their respective professions, and shall be required to pass a criminal record check and drug screening of

all employees. The contractor shall provide documentation to The County of compliance with this provision.

F. Key Personnel and Implementation Plan

County will, in part, base the award of the contract upon the qualifications of the organization, and upon the qualifications of key personnel presented in the proposer's proposal. The contractor will be expected to furnish the personnel identified in the proposal throughout the term of the contract. The contractor is expected to furnish the same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prevent "bait and switch" bidding practices, whether intentional or not.

Proposers must describe in detail the steps and timelines for full implementation into this system. Early start-up is encouraged if it can be accomplished in a compliant and safe manner.

G. Discrimination Not Allowed

During the performance of this contract, the proposer agrees to comply with all applicable provisions of federal, state, and local laws and regulations that prohibit discrimination.

V. FINANCIAL AND ADMINISTRATIVE PROVISIONS

A. Terms and Renewal Provisions

The term of the contract ultimately executed by the successful proposer will be for a period of five (5) years beginning January 1, 2026. The contractor may earn up to five (5) extensions of one (1) year each according to the terms of the contract. To earn each extension, the contractor must meet or exceed the minimum requirements of the contract during the previous term. Extensions must be applied for and approved annually, beginning in the third year of the contract. If granted, the first renewal or sixth year of the contract will be granted at the end of the third contract year, if approved by the County.

B. Criteria for Evaluation of Extension Application

The contract will contain specific criteria to be used to evaluate any request for contract extension. At a minimum, these will include:

1. The contractor has met or exceeded the response time reliability requirements of the contract for each, and every month of the year being evaluated
2. The contractor has met or exceeded all clinical provisions of the contract during the year being evaluated
3. The contractor has met or exceeded the financial requirements of the contract by providing an average patient charge (APC) that is in compliance with the contract

C. Insurance and Indemnity Provisions

Proposers must provide satisfactory evidence that, if chosen as the system's contractor, the company will provide throughout the term of the contract insurance coverage that meets or exceeds the coverage, endorsements, and notices required. Proposers must agree to the insurance provisions detailed in Appendix 3, Insurance Provisions, which will be incorporated in the contract.

1. Indemnity and Hold Harmless Provisions

Except as limited below, the contractor shall release, hold harmless, and indemnify the County, its officers, elected officials, and employees from all claims, suits, actions, proceedings, judgments, demands, losses, damages, liabilities, costs, and expenses, including attorneys' fees, of any kind arising directly or indirectly out of any act or omission of the contractor, its employees, subcontractors, or agents in connection with the Agreement. Contractor's indemnification obligations shall not apply to the extent any liability for loss or damage is caused by the sole negligence, gross negligence, or willful misconduct of the County, its officers, or employees. If a claim or legal action covered by these provisions is asserted or brought against the County, the contractor shall pay any and all reasonable legal expenses that the County shall incur in connection with such claim or action. The right to choose which attorneys represent the County in any such claim or legal action shall be at the sole discretion of the County; provided, however, the contractor is liable to pay for such legal expenses only to the extent that they are reasonable. The term "legal expenses" as used in this provision shall include, but not be limited to, reasonable attorneys' fees, paralegal and legal support staff expenses, costs of arbitration, mediation, expert witnesses, exhibits, reasonable investigations, and reimbursement for all time, expense, and overhead of all County personnel or consultants assisting in the defense of the legal action or in responding to, or investigating, a claim or demand.

2. Limitation of Damages

In the event the County shall be liable to contractor or to any third party for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to the Agreement, including but not limited to any claims for lost business or profit, regardless of whether the County had been advised of the possibility of such damages. By way of example and not limitation, the County shall not be liable to contractors for any claims of lost business or profit arising out of any finding of breach or declaration of default by the County, even if it is later determined that such finding or declaration was made in error.

D. Performance Security

Due to the importance of the EMS System to the community it serves, the County must do everything reasonably possible to eliminate the potential for system failure. An ambulance service is an essential service, and a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure or termination of the contractor.

The County will use a combination of performance security provisions to safeguard the public: (1) The contractor must execute a three-way leasing agreement or standby lease agreement, which must assure the County immediate access to any and all equipment, supplies and other assets that the County determines are necessary for the continued operation of the system, and (2) The contractor must deposit with the County a performance/surety bond, an annually renewable performance letter of credit, or cash escrow account in a form acceptable to the County, as described below.

1. Performance Bond, Letter of Credit or Cash Escrow Account

The contractor must execute/deposit with the County a performance/surety bond, an annually renewable performance letter of credit, or cash escrow account in a form acceptable to the County. The amount shall be two hundred fifty thousand dollars (\$250,000). Because it will be impractical to determine the actual damages in the event of the contractor's failure to perform and the establishment of material breach or default, the parties shall agree that this amount is a reasonable amount for total liquidated damages. It is expressly understood that the total liquidated damages amount is not considered a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages. Should a proposer initially prevail in this procurement and then fail to provide the required letter of credit or cash account specified herein, the County will not execute the contract; the proposer will be disqualified and will forfeit the proposal deposit.

This security instrument will be used to ensure the operation of the ambulance service, including, but not limited to, the conduct of a procurement process, negotiation, or related administrative expenses, should the County terminate the contract because of material default.

Any performance letter of credit shall contain the following endorsement: "at least sixty (60) days prior to cancellation, replacement, failure to renew, or material alteration of this performance letter of credit, written notice of such intent will be given to the County by the financial institution."

In the event the County terminates the contract in accordance with its terms, the contractor will immediately forfeit the full amount of its performance security as liquidated damages.

E. Continuous Service Delivery

The contractor expressly agrees that, in the event of default by the contractor, the contractor will collaborate with the County to ensure continuous delivery of services regardless of the underlying cause of the default. The contractor agrees that there is a public health and safety obligation to assure that the County is able to provide uninterrupted service delivery in the event of default, even if the contractor disagrees with the determination of default. Further, the contractor agrees that, if notified by the County of a determination of default and intent to execute an emergency takeover of the system, that the contractor will cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.

F. Contractor Default and Provisions for Early Termination

Conditions and circumstances that constitute a default of the contract include, but are not limited, to the following:

1. Failure of the contractor to operate the system in a manner which enables the County and the contractor to remain in compliance with federal or state laws, rules, or regulations, and with the requirements of the system and/or related rules and regulations
2. Falsification of information supplied by the contractor during or subsequent to this procurement process, including by way of example but not by way of exclusion, altering the presumptive run code designations to enhance the contractor's apparent performance or falsification of any other data required under the contract
3. Creating patient responses or transport so as to artificially inflate run volumes
4. Failure of the contractor to provide data generated in the course of operations including, by way of example but not by way of exclusion, dispatch data, patient report data, response time data, or financial data
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period
6. Failure of the contractor's employees to conduct themselves in a professional and courteous manner and present a professional appearance
7. Failure of the contractor to maintain equipment in accordance with manufacturer recommended maintenance procedures
8. Failure of the contractor to cooperate with and assist the County after default has been declared
9. Acceptance by the contractor or contractor's employees of any bribe, kickback, or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the contractor or contractor's

employees could reasonably be construed as a violation of federal, state, or local law

10. Payment by the contractor or any of the contractor's employees of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could reasonably be construed as a violation of any federal, state, or local law
11. Failure of the contractor to meet the system standard of care as established by the Medical Director
12. Failure of the contractor to maintain insurance in accordance with the contract
13. Failure of the contractor to meet response time requirements as set forth in the contract, in either Urban or Rural areas, for any priority in two consecutive months or any three of five consecutive months
14. Failure to maintain a letter of credit or cash account meeting the terms and amount specified in the contract
15. Failure to submit reports and information under the terms and conditions outlined in this RFP and any subsequent contract
16. Any other failure of performance, clinical or other, required in accordance with the contract, and which is determined to constitute a default or endangerment to public health and safety

G. County's Remedies

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

H. Provisions for Termination of Contract

In the event of contract default, the County will give the contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the default. Within five (5) calendar days of receipt of such notice, the contractor must deliver to the County in writing a plan to cure such breach. The plan will be updated, in writing, every five (5) calendar days until the breach is cured. The contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the contractor fails to cure such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the County), or the contractor fails to timely deliver the cure plan, or updates to the County, the County may immediately terminate the contract in accordance with the contract. The contractor must cooperate

completely and immediately with the County to affect a prompt and orderly transfer of all responsibilities to the County.

Notwithstanding the foregoing, at the sole discretion of the County, it may determine that the contractor has defaulted in a manner that is deemed immediately detrimental to the patients and/or system and the County may immediately terminate the contract.

The contractor will not be prohibited from disputing any findings of default through litigation; provided, however, such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the County. Such a dispute by the contractor will not delay the County's access to funds made available by letter of credit or cash account. These provisions must be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a default has occurred will be initiated and shall take place only after the transfer of operations to the County has been completed, and must not, under any circumstances, delay the process of transferring operations to the County or delay access to performance security funds as needed by the County to finance such transfer of operations.

The contractor's cooperation with and full support of the County's termination of the contract, as well as the contractor's immediate release of performance security funds to the County, will not be construed as acceptance by the contractor of the declaration of default, and must not in any way jeopardize the contractor's right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of the contractor to cooperate fully with the County to affect a smooth and safe transition shall itself constitute a breach of contract.

I. General Provisions

1. Assignment

The contractor shall not assign any portion of the contract for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this section shall terminate the contract and, at the option of the County, shall not convey any rights to the assignee. Any material change in the contractor's ownership shall, for the purposes of the contract, be considered a form of assignment. The County shall not unreasonably withhold its consent to the requested change in ownership, so long as the transferee is of known financial and business integrity. The County may require credentials and financial information from the transferee and may base its consent or withholding of consent on the information provided.

2. Permits and Licenses

The contractor shall be responsible for and hold any and all required federal, state, and local licenses required to perform the duties under the contract. In addition, the contractor must make all necessary payments for licenses and permits to conduct its business and duties under the contract. The contractor must ensure that all necessary renewals are made on time. The contractor will be responsible for assuring that all of its personnel hold valid state and local certifications at all times required to meet the contractor's responsibilities under the contract.

3. Compliance with Laws and Regulations

All services furnished by the contractor under the contract shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be the contractor's sole responsibility to be fully familiar with all laws, rules, and regulations that apply to the services provided by the contractor and to always comply with them.

4. Audits and Inspections

County representatives may at any time, and without notification, directly observe the contractor's operation of the communications center, maintenance facility, and any ambulance post location. County representatives may ride as an observer on any contractor ambulance at any time, provided that in exercising this right to inspection and observation, the County and Medical Director representatives shall conduct themselves professionally and shall not interfere with the duties of the contractor's employees and shall at all times be respectful of the contractor's employer / employee relationships. The County shall have the right to audit the reports and data that the contractor is required to provide under the contract. Such audits will be conducted during normal business hours with a minimum of forty-eight (48) hours' notice to the contractor. All response data is and shall remain the property of the County. This includes all 9-1-1 call information, CAD data, and any other records deemed pertinent by the County.

5. Relationship of the Parties

Nothing in the contract resulting from this RFP shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of conducting the provisions of the contract. Nothing in the contract shall create any rights or remedies to any third party, it being solely for the benefit of the County and the contractor.

6. Rights and Remedies Not Waived

The contractor will be required to covenant that the provision of services to be performed by the contractor under the contract shall be completed without further compensation than that provided in the contract. The acceptance of work under the contract, and the

payment, therefore, shall not be held to prevent maintenance of an action for failure to perform work in accordance with the contract. In no event shall the payment of consideration by the County be construed as a waiver by the County of any default of covenant by the contractor. The payment shall in no way impair or prejudice any right or remedy available to the County with respect to default.

7. End Term Provisions

The contractor shall have ninety (90) days after termination of the contract in which to supply the required audited financial statements and other such documentation necessary to facilitate the closing of the contract at the end of the term.

8. Notice of Litigation

The contractor shall agree to notify the County within twenty-four (24) hours of any litigation or significant potential for litigation of which the contractor becomes aware. Further, the contractor will be required to warrant that it will disclose in writing to the County all litigation involving the contractor, the contractor's related organization, owners, and key personnel.

VI. PRICING

A. Accounts Receivable Management

The contractor shall be responsible for all billing and collection functions related to services rendered pursuant to this RFP. The contractor shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state, and local laws, regulations, procedures, and policies including, and not limited to, collection and credit reporting laws.

The contractor will not attempt to collect fees at the scene, enroute, or upon delivery of the patient to a health facility for services rendered. The contractor shall maintain billing and accounts receivable information. The contractor shall provide, within ninety (90) days after the end of each of the contractor's fiscal years, data that clearly identify collection rates, average patient charges, net revenue collected, payor mix, and compliance with the rate structure. The County shall have the right to examine/audit financial records at any time reasonable. The County will maintain confidentiality of submitted financial records and statements, subject to the requirements of law.

Proposers must fully describe their Accounts Receivable programs, Medical Necessity, and Corporate Compliance Program. Proposer will detail any subscription programs they intend to use in the County.

B. System Funding and Pricing

It is anticipated that the ambulance delivery system will be substantially or fully funded through user fee revenue, billed, and collected by the contractor, and potentially augmented through a county provided subsidy.

Proposers will submit the firm's proposal for "price." Proposers will provide an Average Patient Charge (APC), as defined below, for year one (1) of the base contract. Proposers are encouraged to provide details in their offer to show the maximization of the user fee and subsequent reduction in the system subsidy need. The APC represents the total annual patient fees charged for services divided by the number of eligible calls billed. "Eligible" calls include all County calls (9-1-1) and subsequent charges resulting from said calls. This does not include standby calls and charges for long-distance transports. The following formula represents this calculation:

Total Patient Charges-Charges for Non-Eligible Calls

Total Calls-Non-Eligible Calls

The proposers shall submit the proposed initial fee structure to achieve the APC. At six months into the contract and every six months thereafter, the contractor shall submit, and the County shall review the contractor's performance in regard to compliance to the APC. If the contractor is charging more than the APC, the Patient Charges shall be reduced to compensate for cumulative charges above the proposed APC.

Additionally, proposers shall indicate any annual subsidy requirement for the first year of the five (5) year base contract and will provide an explanation of the mechanisms used for the year-to-year increase/decrease, if any.

The Contractor will charge the Average Patient Fee (APC) allowed by contract. The Contractor understands and agrees that emergency services must be provided by the Contractor prior to any demand for payment. The Contractor shall never deny emergency services because of a person's inability to pay for such service. The collection of the fees permitted in this section shall be the sole responsibility of the Contractor. (See Pricing Submission, Appendix 4).

VII. SUBMISSION AND SCORING OF PROPOSALS

A. General Submission Information

1. Cost of Participation

All costs associated with participation in this procurement process shall be borne by the proposer. The County will not be responsible for costs incurred by any party as a

result of participation in this process. The County reserves the right to reject any or all proposals.

2. County to Investigate Credential and Proposal Submissions

The proposer shall submit executed notarized “investigative authorization forms” for the company(s) whose credentials are submitted for review, and for all owners, officers, and key personnel. Publicly held companies need only submit the company release and those for the managers and key personnel who would be involved in the fulfillment of the contract or in the preparation of the proposal.

3. Estimated Business Volumes

The County specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long-distance transports, or frequency of special events coverage that may be associated with this procurement. Any and all historical data related to past volumes of business within the EMS system are provided to estimate the historical level of performance only, and not to guarantee future business volume.

4. Official Contacts Only

Proposers are cautioned that all inquiries must be made to The County at the following address:

Judge Bobby Seiferman
Matagorda County Commissioner
c/o Kristen Kubecka
Matagorda County Auditor
2200 7th Street Ste. 208
Bay City, TX 77414
Phone: (979) 241-0120
kkubecka@co.matagorda.tx.us

Requests for clarification of the RFP specifications must be made in writing. Answers to questions, if any, raised by any proposer will be sent in written form to every potential proposer who has requested an RFP. Any information obtained by proposers from any source other than written communication from the County should be considered unofficial and possibly in error. Any attempt to contact members of the County, the cities, or city/county staff regarding this procurement may result in non-consideration.

5. Confidentiality of Submitted Material

All material submitted in response to this RFP will be considered confidential to the extent allowed by law. This provision is designed to protect the information in a

proposer's submission. Further, it ensures that no other proposer has access to competitors' materials prior to, or after, proposal submission and/or oral presentations.

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

6. Sealed Submission

Proposers are directed to submit an original so marked, and twelve (12) copies of their proposal, signed by a person authorized to bind the proposer. All proposals must be sealed and labeled on the outside of the sealed container with the following information:

Judge Bobby Seiferman
Matagorda County Commissioner
c/o Kristen Kubecka
Matagorda County Auditor
2200 7th Street Ste. 208
Bay City, TX 77414
Phone: (979) 241-0120
kkubecka@co.matagorda.tx.us

Submissions must be received before 5:00 p.m. May 20, 2025, at the administration offices above. Proposals submitted after the deadline will not be accepted, nor will they be reviewed.

7. Mandatory Table of Contents

In order to ensure that the evaluation of proposals is as equitable as possible, all proposals must be submitted in the following format. Order and numbering conventions should be consistent with the required Table of Contents. The proposals will be scored in comparison with other proposers' offerings for each section as specified in item "B. Evaluation of Proposals," which follows in this section of the RFP.

- I. Letter of Transmittal
- II. Table of Contents
- III. Introduction
 - A. Description of Proposed Organization
- IV. Credentials
 - A. Analogous Experience
 - B. Demonstration of Sound Financial Position

- C. Documentation of Regulatory Compliance and Litigation
- V. Clinical Performance
 - A. Clinical Credentials of Field Personnel
 - B. Quality Improvement Processes
 - C. In-Service Training of Contractor’s Employees
 - D. Medical Protocols
- VI. Community Service and Education
- VII. Control Center Operations
 - A. Qualifications of Personnel
 - B. In-service Training of Contractor’s Employees
 - C. Employee Screening and Orientation
 - D. Initial Coverage and Staffing Plan
 - E. Proposed Computer Aided Dispatch System
 - F. Proposed EMD Software
 - G. Response Time Commitments and Reporting
- VIII. Human Resources
 - A. Recruitment and Retention Strategies
 - B. Screening, Hiring, and Orientation
 - C. Compensation and Benefits
- IX. First Responder Program Support
 - A. First Responder Equipment and Supply Replenishment
 - B. Training Support for First Responder Program
- X. Fleet and Equipment Issues
 - A. Proposed Vehicles Program
 - B. Ambulance Maintenance Practices
 - C. Equipment Maintenance Practice
- XI. Key Personnel and Implementation Plan
- XII. Administrative
 - A. Provision of Insurance

- B. Method of Providing Performance Security
- XIII. Billing and Accounts Receivable Program
- A. Accounts Receivable Program
 - B. Corporate Compliance Program

XIV. Pricing

Proposers must complete and submit Appendix 4, in their proposal.

Proposers must address each item listed in the Table of Contents addressing the requirements and desires of the County outlined in this RFP. Programs and offerings will be compared to other proposals. Any proposer whose response fails to incorporate or utilize the minimum standards shall be considered non-responsive. The proposer, at its option, may offer higher levels of performance for any component addressed in this RFP. Any additional offers will be considered as delineated in this section.

B. Evaluation of Proposals/County’s Rights

A Selection Committee composed of representatives of the County and selected others will evaluate the proposals. The County consultant will assist the committee. The County’s consultants, legal, and financial advisors will not serve as members of the Selection Committee, but may be asked to provide technical support for the committee. Investigations of proposers’ submissions and services may be conducted as deemed necessary by the County. Such investigations may include a site visit. *The County reserves the right to select a provider of its choice through this procurement process, modify the process if it deems necessary, and/ or reject any or all proposals.*

Proposals will be evaluated according to the following methodology:

1. Compliance with the RFP

Proposals determined by the selection committee in its sole judgment to be materially non-compliant with the RFP will be eliminated. Compliance means that a proposal meets the minimum credential criteria, the proposal was received prior to the deadline for submission, the mandatory Table of Contents was followed, ordering and numbering conventions are consistent with the required table of contents, and programs and offerings described in the proposal meet the prescribed minimum standards and format stipulated in the RFP.

2. Review of Credentials

Credentials statements submitted by all proposers will be evaluated and scored. Then, each proposal will be evaluated and scored. Points accumulated as a result of the credentials review will be included in the final scoring of the proposals.

Credentials scoring will be accomplished by assigning the maximum number of points in each category to the proposer documenting the strongest qualifications. Other proposers will receive proportionately fewer points based on the Selection Committee’s evaluation of the relative qualifications of each proposer. Submissions failing to demonstrate minimum qualifications in any category will receive a “0” score for that category and be disqualified.

Points awarded as a result of credentials review will be added to the proposal points in the final compilation process so that, in the event two (2) or more bidders receive close scores, the more experienced or qualified firm may receive an advantage for demonstrating superior credentials.

3. Review of Proposals to Provide Ambulance Service

Each qualified proposal will be reviewed and scored by the Selection Committee. Proposers may have an opportunity to make an oral presentation to the Selection Committee, followed by a question-and-answer period. If presentations are scheduled, at the sole discretion of the Selection Committee, they will be conducted at a place and time to be determined by the County. The order of the presentations will be randomly determined. Any commitments, answers, and clarifications made during the presentation, or in answer to questions from the Selection Committee, will become part of the proposal and may be required within any contract that may result from this process.

4. Award of Points for Proposals to Provide Ambulance Service

Scoring will be based on a point system, with points allocated to each category in the required outline format of the proposal. Each proposal will be separately and independently scored by each Selection Committee member as follows:

Proposer Name:

Evaluator

Number: _____ **Date:** _____

Rating	Description	Points Awarded
Excellent	The proposal successfully addresses all relevant aspects of the element being evaluated and provides clear examples of how they will accomplish this requirement. Exceeds	100%

	expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.	
Very Good	The proposal addresses the element well; although there may be some inconsistency in the examples provided, all requirements are addressed. Good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.	80%
Adequate	The proposal addresses the element adequately; although limited examples are provided, and certain requirements are not completely addressed. Average probability of success, however some objectives may be met in a minimally sufficient manner.	60%
Fair	The proposal broadly addresses the element; however, details are missing and there are significant weaknesses that would need additional clarification or justification concerning meeting the overall criterion. Has a reasonable probability of success, however, some objectives may not be met.	40%
Poor	The proposal has inherent weaknesses concerning the element being evaluated and does not materially support the criterion and falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per the RFP	20%
No Response	The Proposer did not provide information related to this scoring element.	0%

5. Overall Compilation of Points/Selection

The total number of points for proposals to provide ambulance service will be tabulated and the proposal with the highest number of points will be judged the best. The results of the Selection Committee process and recommendation will be submitted to Matagorda County for approval and authorization to negotiate a contract with the selected proposer. In the event a contract cannot be negotiated with the selected proposer, the County reserves the right to begin negotiations with the next highest ranked proposer.

Refer to Scoring Criteria on following page

Scoring Criteria

EVALUATOR RATING									
		Excellent	Very Good	Adequate	Fair	Poor	No Response		
SECTION	TITLE	100% of the points available	80%	60%	40%	20%	0%	Total Points per Item	Total Points Possible per Category
I	LETTER OF TRANSMITTAL							Pass / Fail	
II.	TABLE OF CONTENTS							Pass / Fail	
III.	INTRODUCTION							Pass / Fail	
A.	Description of Proposed Organization							Pass / Fail	
IV.	CREDENTIALS							100	
A.	Analogous Experience								
B.	Demonstration of Sound Financial Position								
C.	Documentation of Regulatory Compliance and Litigation								
V.	CLINICAL PERFORMANCE							150	
A.	Clinical Credentials of Field Personnel								
B.	Quality Improvement Processes								
C.	In-Service Training of Contractor's Employees								
D.	Medical Protocols								
VI.	COMMUNITY SERVICE AND EDUCATION							50	
VII.	CONTROL CENTER OPERATIONS							150	
A.	Qualifications of Personnel								

EVALUATOR RATING									
		Excellent	Very Good	Adequate	Fair	Poor	No Response		
SECTION	TITLE	100% of the points available	80%	60%	40%	20%	0%	Total Points per Item	Total Points Possible per Category
B.	In-service Training of Contractor's Employees								
C.	Employee Screening and Orientation								
D.	Initial Coverage and Staffing Plan								
E.	Proposed Computer Aided Dispatch System								
F.	Proposed EMD Software								
G.	Response Time Commitments and Reporting								
VIII.	HUMAN RESOURCES								45
A.	Recruitment and Retention Strategies								
B.	Screening, Hiring and Orientation								
C.	Compensation and Benefits								
IX.	FIRST RESPONDER PROGRAM SUPPORT								45
A.	First Responder Equipment and Supply Replenishment								
B.	Training Support for First Responder Program								
X.	FLEET AND EQUIPMENT ISSUES								45
A.	Proposed Vehicles Program								
B.	Ambulance Maintenance Practices								
C.	Equipment Maintenance								

EVALUATOR RATING									
		Excellent	Very Good	Adequate	Fair	Poor	No Response		
SECTION	TITLE	100% of the points available	80%	60%	40%	20%	0%	Total Points per Item	Total Points Possible per Category
	Practice								
XI.	KEY PERSONNEL AND IMPLEMENTATION PLAN								100
XII.	ADMINISTRATIVE								45
A.	Provision of Insurance								
B.	Method of Providing Performance Security								
XIII.	BILLING AND ACCOUNTS RECEIVABLE PROGRAM								45
A.	Accounts Receivable Program								
B.	Corporate Compliance Program								
XIV.	PRICING								225
TOTAL									1,000

APPENDIX 1

Call volume and transports are estimated in the absence of current provider data.

Call volume numbers are averages from County EMS reports 2021-2024 (call volume numbers)

Estimated 9-1-1 Calls per Month

Average Calls/Month

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
476	450	466	447	498	490	543	536	505	495	498	522	5,926

Estimated 9-1-1 Transports/Month

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
352	337	352	342	374	362	398	391	383	380	352	394	4,417

APPENDIX 2

Insurance Provisions

Throughout the term of the contract, and any extensions thereof, contractor shall procure, pay for, and maintain the minimum insurance coverage and limits as provided for herein. This insurance shall be evidenced by delivery to entities of certificates of insurance written by one or more insurance companies with an A.M. Best rating of “A” or better, licensed to do business in the State of Texas, and acceptable to the County. These insurance certificates shall list coverage and limits, expiration dates, and terms of policies, and the names of all carriers issuing or reinsuring these policies if policies are layered or quota share arrangements. Insurance requirements shall remain in effect throughout the term of this Agreement. The following coverage shall be provided:

1. Commercial general liability insurance, on an occurrence basis, including but not limited to the following limits unless otherwise stated by exception herein:

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
General Aggregate	\$1,000,000
Fire Legal Liability	\$1,000,000

2. Automobile Liability Insurance shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle with limits of at least \$1,000,000 Combined Single Limits. Physical damage to any vehicle of the Contractor, including portable equipment, is the responsibility of the Contractor.
3. Professional medical liability insurance, including errors and omissions, with minimum limits of not less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate.
4. Worker’s compensation coverage, to statutory limits as required by law; employer’s liability insurance of not less than one million dollars (\$1,000,000.00) bodily injury by incident, and one million dollars (\$1,000,000.00) bodily injury by disease, for each employee.
5. Umbrella coverage in the amount of at least ten million dollars (\$10,000,000.00) shall be provided as additional coverage to all underlying liability policies (including Professional Liability). This policy may be written as a “Form Following Excess” policy.

6. Tail insurance coverage for a period of not less than five (5) years after the termination of this Agreement for any policy written on a “claims made” basis.

All such insurance shall name Matagorda County, its agents, and employees as additional insureds, in relation to the General, Auto and Umbrella liability programs outlined above, in amounts equal to the statutory state liability limits. The County must receive at least thirty (30) days’ prior written notice of any expiration, cancellation, non-renewal, or material change in coverage of contractor’s insurance policy. Nothing shall absolve the contractor of this requirement to provide notice.
7. The Contractor shall be responsible for any third-party dishonesty allegations and may either insure or self-insure. The County will not be liable for any third-party dishonesty allegations.
8. The Contractor shall be responsible for any Employment Practices Liability allegations. The County will not be liable for any employment-related allegations between the Contractor or their employees.

Any program of self-insurance risk employed by the contractor shall be subject to prior approval and ongoing monitoring by the County and its legal counsel. The following items shall be met to the County’s satisfaction:

- a) Potential fiscal liability associated with the risk to be assumed by the contractor must be reasonable and limited to an amount that would, if realized, not impair the contractor’s ability to perform under this Agreement. The coverage contemplated shall at a minimum be equivalent to the coverage required herein above.
- b) Throughout the term of this Agreement, the County shall be immediately notified of any major claims, (defined as any incurred claim equal to or greater than \$100,000) the amount reserved against potential claims, and other program changes that may adversely affect the contractor’s ability to provide insurance against potential risks as required in this Agreement. The County shall receive a monthly status report on all open claims.
- c) The self-insured program meets and complies with all applicable state and federal laws and regulations.

APPENDIX 3a

INVESTIGATIVE RELEASES

INVESTIGATIVE AUTHORIZATION—ENTITY OR SUBCONTRACTOR

The undersigned entity, a prospective Contractor to provide advanced and basic life support ambulance service for the County of Matagorda, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by the County or its agents. The entity specifically agrees that the County or its agents may conduct an investigation into, but not limited to, the following matters:

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership, or key personnel which might reasonably be expected to influence the County selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians, or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt with in the past.
4. Other business(es) in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

This authorization shall expire 180 days from the date of the signature.

Signatures page follows.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

DATE	Entity Or Subcontractor Business Name
_____ Authorized Representative [SIGNATURE]	
_____ Authorized Representative [PRINTED]	
_____ Title	

Acknowledgement appears on the following page.

ACKNOWLEDGMENT

State of Texas

County of ()

On this ____ day of _____, 2025, before me, _____(name and title), personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the _____ instrument_____.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public [Signature]

[NOTARY PUBLIC SEAL]

Commission Expiration Date _____

APPENDIX 3b

INVESTIGATIVE RELEASES

INVESTIGATIVE AUTHORIZATION—INDIVIDUAL

The undersigned, being _____ (title) for _____ (entity), which is a prospective Contractor to provide advanced and basic ambulance service to the County, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by the County or its agents, such as, but not limited to, the character, reputation and competence of the entity’s owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that the County or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire 180 days from the signature date.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

--	--

DATE Entity Or Subcontractor Business Name

Authorized Representative [SIGNATURE]

Authorized Representative [PRINTED]

Title

Acknowledgement appears on following page.

ACKNOWLEDGMENT

State of Texas

County of ()

On this ____ day of _____, 2025, before me, _____(name and title), personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the _____ instrument_____.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public [Signature]

[NOTARY PUBLIC SEAL]

Commission Expiration Date _____

APPENDIX 4

Pricing Submission

Proposer: _____ ,

Assumptions	Contract Year 2026
Projected Annual Transports*	4,500
Total Projected Gross Patient Charges	
Average Patient Charge	
First Year Subsidy Request	
Total System Costs ¹	

* For purposes of scoring the Pricing Submission all proposers will assume 4,500 annual transports. This number is not assumed to be the actual transport number.

$$\frac{\text{Total Projected Patient Charges}}{\text{Projected Annual Transports}} = \text{Average Patient Charge (APC)}$$

Proposed Charges to Achieve APC:

Charge	Amount
BLS Non-Emergency	
BLS Emergency	
ALS-1 Non-Emergency	
ALS-1 Emergency	
ALS-2	
SCT	
Mileage	
Waiting Time	

¹ Total Projected Gross Patient Charges + First Year Subsidy Request= Total System Costs

Although Paid Standbys and Subscription revenues are not included in the calculation of the APC, the proposed charges should be entered below:

Charge	Amount
Standby Per Hour	
Subscription Fee if any – 2026	

The maximum points for Pricing (225 points) will be awarded to the lowest combined Total System Costs. Subsequent bidders will receive points relative to the percentage difference to the lowest price offering.