

AMBULANCE SERVICE CONTRACT

THIS AMBULANCE SERVICE CONTRACT (herein "Contract") is made and entered into this 10th day of June, 2013 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "TOWN") and RURAL/METRO MID-SOUTH, L.P., a Delaware limited partnership (herein the "CONTRACTOR").

RECITALS

The TOWN desires to contract with a provider of emergency and non-emergency ambulance services (herein "Contract Services") for the TOWN as more particularly set forth in RFP No. RFP2013-001, issued February 21, 2013; and

WHEREAS, the CONTRACTOR has the requisite experience, abilities, and resources to perform and/or furnish the foregoing Contract Services for the TOWN, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing, and able to provide the Contract Services and/or furnish the products in accordance with the terms of, and subject to the conditions in, this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the Contract Services and/or products, equipment, and items (herein "Contract Items") as specified in the Request for Proposals issued by the TOWN under No. RFP 2013-001 and any amendments thereto (herein the "Request for Proposals"). The Request for Proposals and any amendments thereto are attached hereto as Exhibit "A" and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to perform the Contract Services.

2.00 TERM AND TERMINATION

2.01 TERM. The initial term of this Contract (herein "Initial Term") shall be for sixty (60) months, beginning on July 1, 2013 at 00:00:01 and ending on June 30, 2018 at 24:00:00. The CONTRACTOR and the TOWN agree there will be a one hundred twenty (120) day Ramp-Up Period beginning on July 1, 2013 ("the Ramp-Up Period") and continuing through October 31, 2013, to allow the CONTRACTOR to hire new employees and obtain new ambulances. CONTRACTOR shall, within ten (10) days of full execution of this Agreement, provide to the TOWN a detailed report of its plan to obtain new employees, train new employees as required by Section 1.3, Item "I" of the Request for Proposals, and obtain ambulances. Any deviation from said plan must be approved in writing by the Ambulance Oversight Committee ("AOC").

2.02 RENEWAL.

The Contract may be renewed for one (1) additional one (1) year term upon mutual written agreement of the parties. This option may be exercised if the CONTRACTOR is successful in completing the performance review, during the Term of the Contract, with a final recommendation from the AOC within the last year of the Contract, as outlined herein and if all terms and conditions remain the same.

The TOWN may conduct an evaluation and assessment of the CONTRACTOR's performance from year to year and on an as-needed basis as determined by the TOWN or the AOC in its sole discretion. The TOWN or the AOC as it may direct will evaluate the CONTRACTOR using two sets of performance-based criteria.

- A. **Level I** criteria will be the minimum standards (herein "**the minimum standards**") to be met by the CONTRACTOR during each year the Contract is in force, and are generally described as follows:
 - 1. CONTRACTOR has consistently achieved response time compliance based on the standards set forth in Section 1.3, Item G of the Request for Proposals.
 - 2. The CONTRACTOR's overall performance has resulted in a minimum amount of performance damages being assessed, as provided for in Section 11.00 herein.
 - 3. The CONTRACTOR consistently and timely delivers to the TOWN all reports and documentation required by the Contract or AOC with a minimum of inaccurate, deficient, or missing documentation.
 - 4. The CONTRACTOR consistently demonstrates clinical performance standards that comply with all TOWN and State rules and regulations, standards, policies and procedures.
 - 5. The CONTRACTOR consistently maintains and projects to the general public a professional image.

- B. **Level II** criteria identify performance by the CONTRACTOR in excess of the minimum standards and are generally described as follows:
 - 1. The CONTRACTOR consistently exceeds the established minimum standards as set for in Section 1.3 of the Request for Proposals.
 - 2. The CONTRACTOR can effectively demonstrate that the overall Emergency Medical Services ("EMS") system has realized improvements in quality of patient service and clinical excellence in each of the prior Contract years.
 - 3. The CONTRACTOR exceeds the minimum contractual requirements regarding community service and education.
 - 4. The CONTRACTOR has received recognition through community service awards or other honors that signify superior commitment to the community.
 - 5. The CONTRACTOR's most recent audit by the TOWN or State is ranked superior with a zero or a minimum number of deficiencies as determined by the AOC.

Level I criteria will be assigned a value of zero, one or two points. Level II criteria will be assigned a value of zero, one or two points. The determination of whether the CONTRACTOR has satisfied the performance review is solely within the reasonable judgment of the TOWN with input from the AOC. A score of twelve (12) points or higher is required for a

recommendation by the TOWN and AOC to exercise its right to extend the Contract for a period of one (1) one (1) year term.

The option of TOWN to extend the term of the Contract shall, however, be exercised in the sole discretion of the TOWN and shall be conditioned upon the annual appropriation of funds by the TOWN and upon the approval of the Boards of Mayor and Aldermen of the TOWN.

2.03 EXPIRATION OF TERM.

If the parties fail to exercise the renewal option, as set forth in Section 2.02 above, the term of this Contract shall automatically terminate on the expiration date at 24:00 hours June 30, 2018.

2.04 LAME DUCK PROVISIONS

Should the CONTRACTOR not succeed itself at the end of the term of the Contract, the TOWN shall depend upon the CONTRACTOR to continue to provide all services required under the Contract until the successor contractor assumes service responsibilities. Under these circumstances, the CONTRACTOR will, for the remaining term of the Contract, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of the Contract throughout any such lame duck period, the following shall apply:

- A. The CONTRACTOR shall make no changes in methods of operation, which could reasonably be considered to be aimed at cutting the CONTRACTOR's service below that required by the Contract in order to maximize profits during such remaining time period.
- B. The CONTRACTOR may be required to continue the Contract on a month-to-month basis after the term of the Contract until the Contract with the successor contractor is fully executed. If the CONTRACTOR is asked to provide month-to-month coverage, the TOWN shall reimburse the CONTRACTOR for the remaining months under the CONTRACTOR'S annual insurance cost related to the Contract as well as the current monthly subsidy at the end of the Agreement. During the lame duck period, the ambulance mileage requirements shall be waived by the TOWN.
- C. The CONTRACTOR shall continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent contract to the successor contractor, including, but not limited to, compliance with the provisions relating to the qualifications of key personnel.
- D. The CONTRACTOR shall not penalize or bring personal hardship to bear upon any of its employees who may apply for work on a contingent basis with a competing bidder, and shall allow without penalty its employees to sign contingent employment agreements with competing bidders at the employees' discretion. The CONTRACTOR may prohibit its employees from assisting competing bidders in preparing their bids by revealing the CONTRACTOR'S

trade secrets or other information about the CONTRACTOR'S business practices or field operations.

3.00 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

3.01. GENERAL DUTY

All services by the CONTRACTOR will be performed in a manner satisfactory to the TOWN, and in accordance with the generally accepted business practices and procedures of the TOWN. The CONTRACTOR shall adhere to all General Duties specified in section 1.3.B. Items 1-16 of the RFP.

3.02 TRANSPORT

The CONTRACTOR shall adhere to all transport requirements as specified in section 1.3.C. Items 1-2 of the RFP.

3.03 COMMUNICATIONS EQUIPMENT

The CONTRACTOR shall acquire and maintain Communications Equipment as specified in section 1.3.D. of the RFP.

3.04 NOTIFICATION

The CONTRACTOR shall adhere to the notification requirements as specified in section 1.3.E. Items 1-4 of the RFP.

3.05 AVAILABLE AMBULANCES

The CONTRACTOR shall meet available ambulances requirements as specified in their best and final offer RFP response dated April 17, 2013.

3.06 RESPONSE TIME

The CONTRACTOR shall meet response time requirements as specified in section 1.3.G. Items 1-8 of the RFP.

3.07 AMBULANCE SPECIFICATIONS

The CONTRACTOR shall meet ambulance specifications as specified in section 1.3.H. Items 1-7 of the RFP.

3.08 PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The CONTRACTOR will supervise all work under this Contract. The CONTRACTOR further certifies that all of its employees assigned to serve the TOWN have such knowledge and experience as required to perform the duties assigned to them. The CONTRACTOR shall meet all personnel requirements as specified in section 1.3.I.

Items 1-13 of the RFP. Any employee of the CONTRACTOR who, in the opinion of the TOWN, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3.09 QUALITY IMPROVEMENT PROGRAM

The CONTRACTOR shall maintain a Quality Improvement Program.

3.10 FIRST RESPONDERS

The CONTRACTOR acknowledges that the TOWN has an Advanced Life Support first responder program, and agrees to cooperate and coordinate its activities and services for integrating with the first responder's services. The CONTRACTOR further understands and agrees that the first agency on the scene has primary responsibility for patient care until Paramedic or EMT transfers said care as provided for in Tennessee law.

3.11 DATA AND REPORTING

A. CONTRACTOR shall maintain working employee case files on all its employees and supervisors actively engaged in providing services hereunder. Case files shall have all employee records and applications, copies of EMS licenses and on-line verification, copies of proof of certification of Advanced Cardiac Life Support (herein ACLS), Basic Trauma Life Support (herein BTLS)/Pre-Hospital Trauma Life Support (herein PHTLS), Pediatric Advance Life Support (herein PALS)/Pediatric Education for Pre-hospital Professional (herein PEPP), Cardiopulmonary Resuscitation (herein CPR) certification, copies of proof of Hepatitis "b" vaccination, copies of driver's license and proof of validation, copies of defensive driving training certificates, and copies of continuing education units (herein CEU).

1. Upon request, CONTRACTOR shall provide the TOWN with a list of EMT's currently employed by the CONTRACTOR. Information shall include, but not be limited to, name and EMT certification number

2. Upon Request, CONTRACTOR shall provide the TOWN with a list of paramedics currently employed by the CONTRACTOR. Information shall include, but not be limited to, name and paramedic license number

B. CONTRACTOR shall complete, maintain, and provide to the TOWN by the 10th of each month:

1. Apparatus and equipment failure reports, with repair status;

2. A complete listing of all service complaints received and their disposition/resolution; and

3. Continuous quality improvement program reports in a form and substance acceptable to the TOWN.

C. CONTRACTOR shall complete, maintain, and upon request, make available to the TOWN within five (5) business days of request, copies of:

1. Subject to employee privacy rights, personnel records (including current licensure and certification);
2. Equipment and vehicle maintenance reports;
3. Annual, random, and pre-employment drug screening report; and
4. Drug screening reports of any driver involved in an on-duty vehicle accident.

D. CONTRACTOR shall complete, maintain, and provide to the TOWN the reports listed in Appendix G, Ongoing Reporting Requirements, of this Contract.

4.00 TOWN'S DUTIES AND RESPONSIBILITIES

4.01 GENERAL DUTIES

A. In arrears on or before the first day of each month beginning on July 1, 2013, and continuing for the term of the Agreement, the TOWN shall make monthly payments to the CONTRACTOR for the emergency services provided within the Service Area, according to the payment formula found in Section 5.01.

B. The TOWN will compile statistics on all emergency runs, including, but not limited to, date, unit number address, time of call, scene time, transport time, hospital time, in-service time, receiving hospital, and the total number of calls for the month and the average response.

C. The TOWN shall monitor the response time performance pursuant to the requirements of and upon the intervals set forth in Section 3.06. Daily, the TOWN shall make available reports to the CONTRACTOR summarizing the CONTRACTOR'S response time performance during the reporting period. The report shall be in a format substantially similar to that format attached hereto as Exhibit F. Upon request of the CONTRACTOR'S representative, the EMS Coordinator shall review the cumulative response time report, and shall undertake every reasonable good faith effort to resolve any dispute regarding reported response time deficiencies.

D. The TOWN shall allow the CONTRACTOR to use its Fire Stations for CONTRACTOR'S personnel and ambulances.

4.02 AMBULANCE OVERSIGHT COMMITTEE

A. The TOWN shall establish an Ambulance Oversight Committee (AOC). The AOC's authority will be broadly interpreted to include review and action on all issues concerning the Contract, including but not limited to approval or disapproval of all subsequent increases in additional charges (other than fixed ALS and BLS transport rates) that the CONTRACTOR

proposes, requests for exceptions to the performance standards of the Contract, complaints concerning service provided under the Contract, and review of the CONTRACTOR's performance.

B. The AOC will be comprised of the Town Fire Chief or his or her designee, the Town Administrator or his or her designee and the Town Emergency Services Medical Director. The Town may include as non-voting members additional persons it deems appropriate, including a Contract Administrator from the General Services Department. In addition, there shall be one non-voting member who shall be a representative of the third party provider.

C. The AOC will have full authority to act and make decisions on all matters concerning this Contract.

5.00 COMPENSATION

5.01. AMOUNT OF COMPENSATION. The CONTRACTOR agrees to provide the Contract Services and Contract Items as specified in its bid to the TOWN at the cost of the Operating Fee (herein "**Operating Fee**") specified in said proposal and amendments thereto (herein "**the Proposal**"), if any, the Proposal being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof.

The CONTRACTOR shall submit claims for payment of the Operating Fee on a monthly basis pursuant to the following payment formula:

$$MF = (FX/12) - PD$$

MF = The monthly payment from the TOWN to CONTRACTOR

FX = The total amount of the Operating Fee for the Contract for the year in which the CONTRACTOR's request for payment is issued.

PD = Performance Damages pursuant to Section 9.00 herein.

5.02. RATE ADJUSTMENT. The Operating Fee specified in the CONTRACTOR's Proposal shall remain in effect for the first three (3) years of this Contract (subject to all applicable laws) and shall increase during years four (4) and five (5) of the Contract an amount based on the Consumer Price Index (herein "**CPI**"), as published by the United States Department of Labor, plus two (2%) percent from the date hereof to June 1, 2016 for year four (4) and from June 1, 2016 to June 1, 2017 for year five (5), but not to exceed five (5%) FOR EACH INCREASE.

6.00 ADDITIONAL SERVICES

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding such additional services and/or products.

7.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers, or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

8.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Services and Contract Items, and to comply with all instructions and orders issued by the TOWN regarding the Contract Services and Contract Items.

9.00 TERMINATION

9.01 TERMINATION FOR CAUSE. Either party may terminate the Contract at any time for cause. The term "cause" shall mean a material failure or refusal by either party to perform its respective duties and obligations required by the Contract and applicable law, which causes substantial harm to the non-breaching party.

9.02 TERMINATION BY CONTRACTOR. By way of illustration only, and with respect to breaches by the TOWN, any uncured failure to pay CONTRACTOR as required by this Contract, following at least forty-five (45) days after delivery of written notice from CONTRACTOR of such deficiency, shall constitute "cause" under the Contract.

9.03 TERMINATION BY TOWN. For purposes of illustration only and without limitation thereof, the following breaches of the Contract by CONTRACTOR, following reasonable written notice and an opportunity to cure (but in no event entitling CONTRACTOR to more than thirty (30) days following delivery of written notice to cure any such breach), shall constitute sufficient "cause" for termination of the Contract by TOWN:

- A. Failure of CONTRACTOR to operate its ambulances and EMS program in a manner which enables the TOWN and CONTRACTOR to remain in substantial compliance with the requirements of federal, State, and local laws, rules, and regulations;
- B. Willful falsification of information supplied by CONTRACTOR in its Proposal and during the consideration, implementation, and subsequent operation of its ambulance and EMS system, including, but not limited to, dispatch data, patient reporting data, and response time performance data;

- C. Chronic or persistent failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by CONTRACTOR;
- D. Failure to comply with response time performance standards, as outlined in Section 1.3, Item G of the Request for Proposals, for three (3) consecutive calendar months, or for any four (4) months in a calendar year;
- E. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required by the Request for Proposals or offered by CONTRACTOR in its response to the TOWN's Request for Proposals, and accepted by the TOWN;
- F. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with CONTRACTOR's submitted and accepted equipment replacement policy, except as extended use of such equipment is approved by the TOWN;
- G. Chronic or persistent failure by CONTRACTOR to comply with conditions stipulated by the TOWN to correct any breaches of the Contract not otherwise justifying termination for cause by TOWN;
- H. Failure of CONTRACTOR to cooperate and assist the TOWN or AOC in the investigation or correction of any breach of the terms of this Contract;
- I. Failure by CONTRACTOR to cooperate with and assist the TOWN in its replacement of CONTRACTOR's operations, as provided for in Section 7.04 herein, even if it is later determined that default never occurred or that the cause of such default by CONTRACTOR was beyond the CONTRACTOR's reasonable control;
- J. Failure by CONTRACTOR to assist in the orderly transition or scaling down of services upon the end of the Contract, if a subsequent contract with the CONTRACTOR is not awarded;
- K. Failure to comply with required payment of performance damages imposed pursuant to Section 11.00 herein;
- L. Failure by CONTRACTOR to maintain in force throughout the term of the Contract, including any extensions thereof, the insurance coverage required by Sections 14.00, 14.01, 14.02, 14.03, 14.04, and 14.05 herein;
- M. Failure by CONTRACTOR to maintain in force throughout the term of the Contract, including any extensions thereof, the performance bond requirements, as specified in Section 4.2 of the Request for Proposals;

- N. Willful attempts by the CONTRACTOR to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing contractors during a subsequent proposal cycle;
- O. Any willful attempts by CONTRACTOR to intimidate or otherwise punish or dissuade its employees from cooperating with or reporting concerns, deficiencies, etc., to the Collierville Fire & Rescue ("CF&R") or other federal, State, or local oversight agency;
- P. The written admission by CONTRACTOR that it is bankrupt, or the filing by CONTRACTOR of a voluntary petition under the Federal Bankruptcy Act, or the consent by the CONTRACTOR to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the CONTRACTOR of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver, or similar fiduciary regardless of how designated, of all or a substantial portion of CONTRACTOR's property or business;
- Q. Any other acts or omissions of CONTRACTOR in the provision of Contract Services and/or Contract Items that endanger and/or affect the public health and safety; and
- R. Failure of CONTRACTOR to timely prepare and submit the required annual audit.

If either party elects to terminate the Contract for cause, written notice to the other party of such election shall be given within seven (7) business days of such election.

9.04 REPLACEMENT OF CONTRACT SERVICES.

- A. If the TOWN and its Board of Mayor and Aldermen determine that a breach of the Contract by CONTRACTOR has occurred that constitutes "cause" for termination under Section 9.01 above, and if the nature of said breach by CONTRACTOR is, in the opinion of the TOWN's Board of Mayor and Aldermen, such that public health and safety are thereby endangered, the TOWN may elect to, but shall not be required to, effect a prompt and orderly replacement of Contract Services within seventy-two (72) hours after such determination by the TOWN and its Board of Mayor and Aldermen. Such determination by the TOWN and its Board of Mayor and Aldermen (herein "**the TOWN's determination**") shall be conveyed as soon as possible to the CONTRACTOR in writing. The CONTRACTOR shall cooperate completely and immediately with TOWN to effect a prompt and orderly replacement of Contract Services.

- B. CONTRACTOR shall provide the ambulances and equipment used in providing Contract Services to the TOWN, for a period not to exceed ninety (90) days. The CONTRACTOR and the TOWN shall mutually agree upon a fair and reasonable rate of compensation to be paid by TOWN to CONTRACTOR for the use by TOWN of the ambulances and equipment used in providing Contract Services

9.05 DISPUTE AFTER REPLACEMENT.

- A. CONTRACTOR shall not be prohibited from disputing through litigation the TOWN's determination; provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate replacement of operations, and the provision by CONTRACTOR of ambulances and equipment used in providing Contract Services and Contract Items to the TOWN. Neither shall such litigation instituted by CONTRACTOR delay the TOWN's access to the CONTRACTOR's performance bond.
- B. Notwithstanding the foregoing, any legal dispute concerning the TOWN's determination shall be initiated only after the emergency replacement described in Section 9.04 herein has been completed. CONTRACTOR's cooperation with, and full support of, such emergency replacement process, as well as the immediate release of performance security funds to the TOWN, shall not be construed as acceptance by the CONTRACTOR of the TOWN's determination, and shall not in any way jeopardize CONTRACTOR's right to recovery should a court later determine that the TOWN's determination was in error. However, failure on the part of CONTRACTOR to cooperate fully with the TOWN to effect a safe and orderly replacement of operations, including ambulances and equipment, shall constitute sufficient and justifiable cause for termination of the Contract by the TOWN, even if it is later determined that the TOWN's determination was made in error.

10.00 LIQUIDATED DAMAGES

- A. The unique nature of the Contract Services that are the subject of the Contract requires that, in the event of termination for cause, the TOWN must restore Contract Services immediately. In the event of such termination for cause, it would be difficult and/or impossible to determine the resulting costs and damages to the TOWN of providing Contract Services.
- B. In the event of termination of this Contract for cause by TOWN, CONTRACTOR shall pay the TOWN liquidated damages in the amount of one million dollars (\$1,000,000.00), which amount is stipulated, under said circumstances, to be a fair and reasonable estimate of TOWN's potential damages at the time the parties have entered into the Contract. This liquidated damages provision is, therefore, a fair and necessary part of the Contract.

11.00 PERFORMANCE DAMAGES

- A. The TOWN may impose a penalty, as specified herein, for each occurrence of the specific incidents described below. Payment by CONTRACTOR of such "performance damages", as further delineated and outlined in this section, shall be made in the form of a deduction from the monthly invoice. At least fourteen (14) business days prior to the imposition of performance damages, TOWN shall forward CONTRACTOR written notice of penalty (herein "notice of penalty") briefly describing the incident(s), including the date(s) thereof, justifying the payment by CONTRACTOR of performance damages. If CONTRACTOR disputes TOWN's response time calculation, or the imposition of any other performance damages, CONTRACTOR may appeal to the AOC in writing (with a copy thereof being sent to TOWN) within seven (7) business days of receipt of notice of penalty. The written appeal by CONTRACTOR shall describe the problem and include an explanation of the reasons why CONTRACTOR contends such performance damages should not be assessed. The AOC shall review all appeals and issue a decision regarding the reduction or suspension of the performance damages in writing to CONTRACTOR and TOWN within thirty (30) business days of receipt of such appeal. The decision of the AOC regarding such matters shall be final. In the event that any appeal of performance damages by CONTRACTOR is pending, the particular items of performance damages being appealed will not be deducted from the then current monthly invoice. Should the AOC subsequently uphold the imposition of the particular items of performance damages that were appealed, such performance damages shall appear as deductions on the next monthly invoice.
- B. Damages for failure to meet response time performance standard of 9:00 minutes or less in individual cases. CONTRACTOR shall pay TOWN two hundred and fifty dollars (\$250.00) for each emergency or non-emergency ambulance that responds within 10:00 to 14:59 minutes to individual calls, and that the CONTRACTOR shall pay the TOWN one thousand dollars (\$1,000.00) for each emergency or non-emergency ambulance that has a response time greater than 15:00 minutes, including mutual aid response(s) by mutual aid providers responding on behalf of the CONTRACTOR in the Contract Service Area (as defined in Section 1.2 of the Request for Proposals), if not during a declared disaster or Mass-Casualty Incident. Measurement of excess minutes will start as of the first second past the agreed upon response time herein.
- C. Failure to meet response time performance standard. Each time that responses are calculated at less than 90% of the response time performance standard (as stated in Section 1.3, Item G of the Request for Proposals) for the previous calendar month, CONTRACTOR will pay the TOWN five thousand dollars (\$5,000.00).
- D. Damages for failure to provide data to determine compliance. Each time an ambulance is dispatched and the crew or dispatcher fails to report and document an on-scene time, CONTRACTOR shall pay performance damages of two

hundred-fifty dollars (\$250.00) for each such occurrence. Additionally, when the on-scene time cannot be provided for said emergency call, the response time for that call shall be deemed to have exceeded the required response time for the purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid payment of performance damages, CONTRACTOR may demonstrate to the satisfaction of the CF&R an accurate on-scene time; however, the response would still be subject to response time penalty calculations, if applicable.

- E. Damages for mechanical failure. CONTRACTOR shall pay performance damages of five hundred dollars (\$500.00) for each preventable mechanical failure or exhaustion of fuel while transporting a patient from a call, or any situation that requires substitution of one ambulance for another once the first ambulance is assigned to a call. Within three (3) business days of such event, CONTRACTOR shall provide the TOWN with a full description of each response where there was a preventable mechanical failure and the remedial action taken to prevent a reoccurrence. TOWN will consider the vehicle's maintenance history in determining whether mechanical failures were preventable.
- F. Damages for failure to meet ambulance staffing. CONTRACTOR shall pay a fine of five hundred dollars (\$500.00) whenever an ambulance, not staffed as required by the Request for Proposals, responds to a call. Within three (3) business days of such event, CONTRACTOR shall provide the TOWN with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.
- G. Failure to meet ambulance equipment availability. Subject to the performance standard exemptions set forth in Section 1.3, Item G of the Request for Proposals, the CONTRACTOR shall incur performance damages of one thousand dollars (\$1,000.00) per occurrence for each time an inspection made determines that an ambulance is not fully equipped with all items listed on the daily Ambulance Inventory Checklist, as required by the Tennessee Emergency Medical Services Equipment and Supplies Ambulance Requirements, EMS Rule 1200-12-1-.03, and that additional items listed in Attachment 9.6 of the Request for Proposals.
- H. Failed response. CONTRACTOR shall pay performance damages of five thousand dollars (\$5,000.00) for each time the CONTRACTOR fails to respond to, or is unable to respond to, an emergency or non-emergency call and fails to refer the call to another provider of ambulance services (i.e. the call receives no response), and such incident requires an ambulance response in accordance with EMS dispatch protocols.

12.00 WARRANTY

The CONTRACTOR warrants that the Contract Items and Contract Services provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults,

defects, omissions, or errors; and in the case of products meet the specifications in the Request for Proposals. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition.

If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items or Contract Services furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items or Contract Services to correct such fault, defect, or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective, or erroneous Contract Items or Contract Services, including any costs for re-provision of the relevant Contract Items or Contract Services by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended, and shall meet the specifications of the Request for Proposals. The CONTRACTOR shall be liable for secondary, incidental and/or consequential damages of any nature resulting from any work performed by CONTRACTOR under the Contract.

13.00 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to, and shall be excused in the event of, riots, wars, and Acts of God.

14.00 INSURANCE

14.01. COMPREHENSIVE GENERAL LIABILITY INSURANCE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract comprehensive general liability insurance issued by a responsible insurance company and in a form acceptable to the TOWN. Coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death, or property damage shall include combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence with an annual aggregate limit of not less than five million dollars (\$5,000,000.00).

14.02. AUTOMOBILE LIABILITY INSURANCE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract automobile liability coverage in the minimum amount of two million dollars (\$2,000,000.00) combined single limits for bodily injury, death, or property damage.

14.03. WORKERS' COMPENSATION COVERAGE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete workers' compensation coverage as required by the laws of the State of Tennessee.

14.04. MEDICAL PROFESSIONAL LIABILITY INSURANCE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract medical professional liability coverage, including, but not limited to, coverage for claims and damages alleged to have been caused by the professional negligence of CONTRACTOR'S employees, in the amount of not less than two million dollars (\$2,000,000.00) per occurrence with an overall aggregate limit of not less than five million dollars (\$5,000,000.00) for claims for bodily injury, death, or property damage.

14.05. CERTIFICATES OF INSURANCE. Prior to commencement of Contract Services by the CONTRACTOR, the CONTRACTOR shall provide the TOWN with certificates of insurance on all of the above policies of insurance verifying that all insurance policies are in place and effective as of the commencement of the Contract, and shall thereafter provide renewals thereof in forms acceptable to the TOWN. Said insurance policies shall provide that the TOWN and its agents, employees, and elected officials be named an additional insureds. The TOWN shall be notified in writing of any reduction, cancellation, or substantial change of any policy or policies listed above at least sixty (60) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee. Failure of CONTRACTOR to provide and continue in force such insurance required above, including the minimum coverage amounts specified, shall be deemed a material breach of the Contract and sufficient cause for termination of the Contract by the TOWN.

15.00 CLAIMS, LIABILITY AND INDEMNITY

A. The CONTRACTOR shall assume all risks in connection with the performance of this Contract, and shall be liable for any and all damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in connection with the prosecution and completion of the Contract Items and Contract Services covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees, agents, and elected officials harmless from all claims of any type, including, but not limited to, claims for wrongful death, personal injury and/or property damage, and for any expenses and costs including, but not limited to, attorney's fees and court costs, howsoever arising or incurred, which may be incurred by the TOWN and its agents, employees, and elected officials arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of the Contract. The CONTRACTOR shall carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

B. CONTRACTOR expressly agrees and understands that any insurance protection required by the Contract or otherwise provided by the CONTRACTOR shall in no way limit its responsibility to indemnify, defend, save, and hold harmless the TOWN, including its elected officials, agents, and employees.

C. CONTRACTOR further expressly understands that the TOWN shall have no obligation for the payment of any judgment or settlement of any claims against CONTRACTOR as a result of the provision of Contract Services and/or Contract Items by CONTRACTOR under the Contract. The TOWN shall also have no obligation to provide legal counsel to CONTRACTOR in the event that a suit, claim, or action of any kind of character is brought against CONTRACTOR by any person or entity as a result of the provision of Contract Services and/or Contract Items by CONTRACTOR, its agents, servants and/or employees under the Contract.

D. The CONTRACTOR shall notify the TOWN, c/o Town of Collierville, Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, of any suit made or

filed against CONTRACTOR resulting from or relating to the CONTRACTOR's performance of its duties and obligations under the Contract.

16.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs, and all expenses, even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal), incurred in that action or proceeding, in addition to any other relief to which the TOWN may be entitled.

17.00 EQUAL EMPLOYMENT OPPORTUNITY

17.01. NON-DISCRIMINATION. In carrying out the Contract Services under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, disability, religion, or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, age, disability, religion, or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting; paying recruitment compensation; and selecting for training, including apprenticeships.

17.02. POSTING AND ADVERTISING. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Section 14.01 above. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, national origin, age, disability, religion, or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Section 14.02 in all subcontracts, if any, for services or products covered by this Contract.

18.00 TRANSFER, ASSIGNMENT, OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

19.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees, and the general public, and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items and/or Contract Services.

20.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items and Contract Services required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items or Contract Services to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR's stated commitment to fulfill all the conditions and obligations referred to in this Contract.

21.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed, or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

22.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, State and local laws, ordinances, rules, and regulations, for the proper execution, delivery, and completion of the Contract Items and Contract Services under this Contract.

23.00 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft, or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

24.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

25.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of Tennessee, and of the United States of America, shall govern the rights and duties of the parties hereto in the validity, construction, enforcement, and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction and venue of such courts.

26.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

27.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

28.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017
Facsimile: (901) 457-2258

- (ii) To: Rural/Metro Mid-South, L.P.
100 Crescent Dr.
Collierville, TN 38017
Facsimile: (901) 259-3207

- (iii) To: Rural/Metro Corporation
9221 E. Via de Ventura
Scottsdale, AZ 85258
Attn: General Counsel

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or facsimile number for the purpose of notices, demands, and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received.

29.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible and may be lawful, valid, and enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

30.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

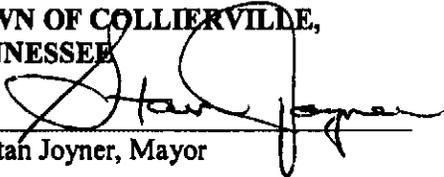
31.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding, and enforceable as between the parties and as against third parties.

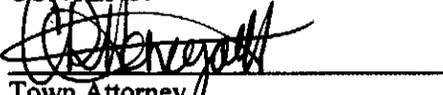
[Signatures to follow on next page]

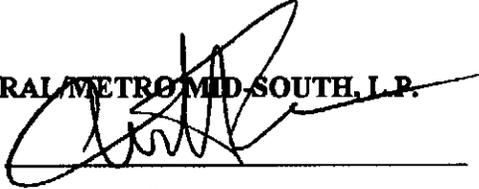
WITNESS THE DUE EXECUTION HEREOF.

TOWN OF COLLIERVILLE,
TENNESSEE

By: 
Stan Joyner, Mayor

ATTEST
By: 
Town Clerk/Recorder

APPROVED AS TO FORM AND
CONTENT:

Town Attorney
6-10-13

RURAL METRO MID-SOUTH, L.P.
By: 
Its: SVP & GENERAL COUNSEL

CONTRACTOR's Mailing Address:
100 Crescent Drive
Collierville, TN 38017

CONTRACTOR's Telephone Number:
(901) 327-2017

CONTRACTOR's Facsimile Number:
(901) 259-3207

EXHIBIT "A"

Request for Proposals No. RFP2013-001

TOWN OF COLLIERVILLE

PURCHASING DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor
James H. Lewellen, Town Administrator
Jane Bevill, Finance Director
Derek Honeycutt, Director of General Services
Mandy Bajusz, Purchasing Agent



REQUEST FOR PROPOSALS

RFP DESCRIPTION: EMERGENCY AMBULANCE SERVICES

RFP NUMBER: RFP2013-001

DUE DATE: No Later Than

2:00:00 P.M
(Local Time)

THURSDAY
(Day)

MARCH 14, 2013
(Date)

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INVITATION TO SUBMIT
REQUEST FOR PROPOSAL FOR
EMERGENCY AMBULANCE SERVICES
RFP #2013-001

Dear Proposer:

The Town of Collierville is soliciting written proposals, on a competitive basis, from interested and qualified professionals to provide Emergency Ambulance Services within the incorporated areas of the Town, as well as additional associated support services, as specified in this Request for Proposal (“RFP”).

You are invited to submit a proposal. **Please structure your proposal in accordance with the requirements and specifications outlined in this Request For Proposal. Any deviations, additions or deletions should be so noted.** Your proposal should address the issues and requirements **in order** as outlined on the following pages.

Six (6) copies of your proposal and any supporting documentation must be received by 2:00:00 P.M. (local time), on THURSDAY, MARCH 14, 2013. PROPOSALS RECEIVED AFTER THIS TIME AND DATE WILL NOT BE CONSIDERED. A pre-proposal conference is scheduled for Monday, March 4, 2013 at the Town of Collierville, Board Chambers, 500 Poplar View Parkway, Collierville, Tennessee. Written clarification requests must be submitted no later than March 8, 2013.

Please Note: As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when requesting a copy of any bid. The Vendor will also be required to reference its Vendor Number on the Proposal Response Form.

**The Vendor Number may be obtained by accessing the Town’s vendor registration site and registering as a Town of Collierville vendor at <http://tocpurchasing.collierville.com/bso>. If you are a registered vendor of the Town of Collierville, but have forgotten or misplaced your vendor number, please visit <http://www.collierville.com/general-services-departments-97/bids-rfps> and click on the “Vendor Information” link on the right hand side of the page. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2261.*

If you have any questions concerning this Request For Proposal, please contact Lori Bryant, Buyer, at (901) 457-2253, FAX (901) 457-2258 or lbryant@ci.collierville.tn.us.

Proposals shall be submitted in a sealed envelope, addressed as follows:

Town of Collierville
Attn: Purchasing Agent RFP 2013-001
500 Poplar View Parkway
Collierville, TN 38017

Sincerely,

Derek Honeycutt
Director of General Services

TOWN OF COLLIERVILLE PURCHASING DIVISION

NOTICE OF PROPOSAL LETTING

RFP Specification and Contract Number: RFP2013-001

Proposal Title: **Emergency Ambulance Services**

Proposal Due Time & Date: **2:00:00 P.M. Thursday, March 14, 2013**

Performance/Payment Bond: 100% Required

Map: See Attached Figures

Pre-Proposal Conference: **10:00 A.M., Monday, March 4, 2013**

Conference Location: **500 Poplar View Parkway, Board Chambers, Collierville, TN
38017**

Deadline for Written Questions: **March 8, 2013**

PLEASE MARK THE RETURN ENVELOPE:

1. Proposer Name and Address
2. Proposal Due Date and Time
3. Title of Proposal
4. RFP Number

RETURN PROPOSALS TO:

Town of Collierville
ATTN: Purchasing Agent
500 Poplar View Parkway
Collierville, TN 38017

PROPOSALS SUBMITTED LATE, BY FAX OR E-MAIL WILL NOT BE ACCEPTED

Please return the entire document intact.

REQUEST FOR PROPOSALS

**EMERGENCY AMBULANCE SERVICES FOR THE
TOWN OF COLLIERVILLE, TENNESSEE**

SECTION I: INTRODUCTION

1.1 STATEMENT OF PURPOSE

The purpose of this Request for Proposals (RFP) is to define the Town's minimum requirements, solicit proposals, and gain adequate information by which the Town may evaluate the services offered by Proposers.

The Town of Collierville, Tennessee, located approximately twenty miles east of Memphis, Tennessee hereinafter referred to as the Town, intends to receive proposals to provide Emergency and Non-Emergency care and transport with Advanced Life Support (ALS) Ambulance Service for the Town. The Town is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price. Proposals not meeting this intent will be considered unresponsive.

1.1.1 Minimum proposer requirements

All proposers must:

- A. Have a minimum of five (5) years' experience providing the requested Services described in the RFP.
- B. Have sufficient, competent and skilled staff with experience in performing the Services.
- C. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
- D. Provide a signed Certification of Compliance (Attachment 9.1).
- E. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).

1.2 GENERAL REQUIREMENTS AND INFORMATION

A. Background

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

The Town's contract service area will be defined by Attachment 9.5 and contract awarded at the end of the RFP process. This may include an area of approximately 36 square miles and a population of approximately 45,550 people. There are twelve (12) medical hospitals in Shelby County; one is a level one trauma center, and one is a comprehensive children's hospital.

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

The Current EMS System receives approximately 2,000 calls per year.

B. Scope of Contract

The Town wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the Town's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. Project Time Frame

The initial contract term will begin July 1, 2013 or immediately upon execution of the contract through June 30, 2018, with the option to renew for one (1) additional one year period beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal period will be upon mutual written consent of both parties. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

D. Reservation of Rights

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

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

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in Section 6.1 of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

F. Cooperative Purchasing

T.C.A. 12-3-1009 authorizes any local government to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one or more other local governments in accordance with an agreement entered into between the participants. Such agencies that enter into an Interlocal Agreement with the Town of Collierville may purchase from Contracts established by the Town. Contractor shall indicate in its Proposal Response whether it would agree to provide services at the terms and conditions provided in a Contract pursuant to this RFP to other eligible governmental agencies that have such agreements with the Town. Each respective governmental agency will issue its own purchase order and make payments according to the terms and conditions set forth in this bid. The Town of Collierville accepts no responsibility for the payment of the purchase price by other governmental agencies.

G. Additional Information and References

Any additional information that would be helpful to the Town in evaluating a proposal, including a list of current and former clients with a similar profile to the Town of Collierville, should be submitted.

1.3 PURPOSE/SCOPE OF WORK

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

Required Services / Scope of Work

A. INTENT

1. The intent of this RFP is to receive proposals to provide Emergency and Non-Emergency care and transport with Advanced Life Support (ALS) Ambulance Service for the Town. The Town is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price. Proposals not meeting this intent will be considered unresponsive.
2. The successful Contractor shall be responsible for providing ambulances for response to emergency and non-emergency requests throughout the Town of Collierville, as well as additional associated support services.
3. In this procurement, the Town desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the Town and the Contractor should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances, including Advanced and specialty units such as Bariatric and Critical Care Units; additionally, the service shall include medical supply purchasing, management and operation of the medical supply warehouse, all fleet maintenance, and public education.
4. Oversight and review of, and compliance with performance standards of the contract, will be conducted by the Ambulance Oversight Committee, hereinafter referred to as the **AOC** or as otherwise directed by the Town.
5. The AOC will be comprised of the three (3) Fire Department employees who will be appointed by the Fire Chief and serve as voting members of the committee. The Town may include as non-voting members additional persons it deems appropriate, including but not limited to the Town's Emergency Services Medical Director, a Contract Administrator from the General Services Department, and a representative from the Collierville Dispatch office. In addition, there shall be non-voting members who shall represent the third party provider. AOC shall have the authority to review all records associated with the Ambulance Services Agreement and shall have the discretion to inspect the third party provider's ambulances upon request.

B. GENERAL DUTIES

1. The Contractor must maintain compliance with Tennessee Code Annotated, Section 68-140-201 *et seq.*
2. The Contractor must maintain compliance with Rules of The Tennessee Department of Health, Chapter 1200-12-1, *et seq.*
3. The Contractor must stock and maintain all ALS (Advanced Life Support) Vehicles with equipment required by the State of Tennessee Division of EMS (See Attachment 9.6, Section 1200-12-1-.03) and additional equipment required by the Town (See Attachment 9.7).
4. The Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Contractor by the Town.
5. In responding to emergency requests, the Contractor shall satisfy the response time performance requirements. (Refer to Section 1.3. G.)

6. The Contractor must allow ambulances to be dispatched, located and monitored by the Collierville Fire Department.
7. The Contractor will be responsible for supplying new vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collierville Fire Department. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs. Maintenance and up keep of this will be the responsibility of the Contractor.
 - a. The Contractor will also install MDT (Mobile Data Terminals) and AVL (Automatic Vehicle Locator) hardware in its ambulances that will be compatible with the Town's Dispatch System. The Town anticipates Tritech Software Systems' Visionaire product to be installed by September 2013. The Contractor will be responsible for any software/hardware/technical support required to ensure compatibility. All equipment that will be interfacing with the Town's network must be approved by the Town. **Vendor shall include in its proposal a viable solution that accomplishes the tasks of the MDT & AVL until the Town's software is in place.**
 - b. Opticom Emitters shall be installed on units.
 - c. The Town's current radio system is a UHF trunking system. The Town anticipates that in approximately December 2013 the radio communication system will change to an 800 megahertz trunking system. The Contractor will be required to have radios to meet the requirements of the system in use.
8. The Contractor shall replace with an equal or greater quality product any disposable medical supplies used belonging to the Town within four (4) hours of use. Disposable medical supplies also include EMS Personal Protective Equipment (ie: gloves, mask, gowns, etc.). Any non-disposable medical supplies shall be returned as soon as reasonably possible.
9. The Contractor shall immediately restock its ambulance and Fire Department Equipment with all supplies required herein or return to the nearest station to restock.
10. The Contractor must apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and Rules and Regulations of the Tennessee Department of Health, Emergency Medical Services Division ("EMS Division") for conducting services described in this RFP. The Contractor must accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.
11. The Contractor must make emergency and non-emergency services (as defined in this RFP) available to all persons within the service area defined in the Contract. Fees for services shall not escalate during the term of the Contract.
12. The Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the Collierville Fire Department (CFD), at no additional charge to the Town, when there is reason to believe a life threatening public emergency presently exists or is imminent in the Town, which includes standing-by at fire, rescue and hazardous materials response incidents.
13. Subject to the Contractor's reasonable policies and procedures regarding same, the Contractor shall permit paramedic and emergency medical technician trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the CFD. The Contractor shall permit other observers to accompany ambulances at the request and designation of the CFD. The Contractor's policies

and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

14. The Contractor must comply with all the Town Emergency Plans, or successor plans adopted and approved by the Town, whenever the provisions or such plan or plans are in effect.
15. The Contractor further agrees to participate in at least two (2) community disaster drills per calendar year, as directed by the CFD. Personnel used for such drills will not affect the number of ambulances dedicated to the response areas of the contract.
16. The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

C. TRANSPORT

1. The Contractor must transport, without charge, all employees of the Town who become ill or injured while on duty in the contracted coverage area and in need of emergency services.
2. The Contractor must provide emergency services from the scene to the appropriate health facility or other location within Shelby County for all persons in the service area.

D. COMMUNICATIONS EQUIPMENT

1. The Contractor shall purchase and maintain fully operational one (1) mobile radio, two (2) portable radios and two (2) pagers per ambulance as required for it to perform hereunder. All radios shall operate on frequencies required by the State of Tennessee, all Med frequencies and those used by the Collierville Fire Department. All ambulances must be equipped and/or must be able to be equipped with radios currently used by the Collierville Fire Department, AVL (Automatic Vehicle Locator), GPS (Global Positioning System) and CAD (Computer Aided Dispatch) Mobile Data Terminal (MDT) computer stations and equipment currently being configured for use by the Collierville Fire Department. Opticom Emitters shall be installed on units. The Contractor must purchase, install and maintain this equipment during the term of the Contract. **Vendor shall include in its proposal a viable solution that accomplishes the tasks of the MDT & AVL until the Town's software is in place, and indicate how it will provide radios prior to the change to the new 800 megahertz trunking system later this year.**

E. NOTIFICATION

1. The CFD must be notified immediately whenever the following occurs:
 - Response time exceptions greater than 15 minutes;
 - Any single incident or accident requires the response of three (3) or more ambulances;
 - Mass casualty incidents;
 - Any vehicle accidents involving a Contractor's vehicle; or
 - Ambulance levels of one (1) or less specific to the number of available ambulances.
2. The CFD must be notified daily, via electronic communications, of the Contractor's daily activity report. Non-compliance reports will be forwarded daily to the Contractor.
3. The CFD must be notified in writing within forty-eight (48) hours whenever the following occurs:

- The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;
 - The separation/termination or the employee status change of any of the Contractor's employees involved in the delivery of services related to the contract;
 - Any change in the Contractor's management or supervisory structure.
4. The Contractor shall notify the Collierville Dispatch office via FAX the legal names of personnel and their Unit assignment at the start of each shift. The Contractor's FAX will include the employees EMS certification numbers, employee I.D. number and unit assignment. This will include shift supervisors. The Contractor shall maintain records of equipment in-service for each employee shift, and such records shall be made available to the Town.

F. AVAILABLE AMBULANCES

1. The Contractor shall station sufficient ambulances to meet the service and response time requirements of the Contract. The Proposer shall, in its response, indicate the number of ambulances it will dedicate to this contract. The number may be an "at all times" indication or a combination of "at all times" and "at peak times" proposal.
2. The Contractor shall, make available not less than one (1) ambulance for each emergency response. The Contractor shall provide a minimum number of ambulances in accordance with the agreed upon Option in Exhibit "A". The Contractor shall also provide sufficient additional reserve ambulances which shall meet the ambulance specifications described in (*Section H. 1-7*). The Contractor shall determine the number of ambulances needed beyond the minimum to meet the response time performance specifications which may be in addition to the aforementioned minimum. If the Contractor has no ambulances available for an emergency request (level 0) and/or fails to meet the response time provided herein, a performance penalty will be deducted from the Town's monthly operating fee.
3. In the event the total number of ambulances decreases to one (1) and has a significant impact on emergency medical services in the defined coverage area the Contractor shall have the ability to provide, through their own resources or written agreement with another provider, additional ambulances and support personnel to continue to provide coverage throughout the defined coverage area.
4. The Town fire stations may be used to house ambulances dedicated to providing emergency responses.
5. The Contractor will provide at least one (1) supervisor, twenty-four (24) hours a day, seven (7) days a week, who will be available for immediate response to emergencies, will deliver supplies and equipment to the fire stations, ambulances and supervise Contractor personnel on a daily basis. This supervisor shall be a paramedic, licensed by the State of Tennessee.
6. When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance that is staffed and equipped according to this RFP must be made available within forty-five (45) minutes.
7. When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance must be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

G. RESPONSE TIME

1. As used herein, the term emergency request shall include any response by the Contractor under the Contract on an emergency service request received by the Contractor from the Collierville Dispatch Office, a call received directly from the public within the service area or from any of the participating entities.

Should a request for response be received from an agency other than the Collierville Dispatch Office, the Collierville Dispatch Office is to be notified immediately by the Contractor of this request.

2. Response times are a key measure of the Contractor's performance. The Contractor shall have a response time compliance rate of ninety percent (90%) based on a calendar month and shall have a response time to all calls within the incorporated areas of the Town of Collierville, Tennessee within nine (9) minutes or less.
3. Response time shall be calculated from the moment the Contractor's ambulance is notified of the emergency service request until the Contractor's ambulance arrives on the scene, and shall include call processing and dispatch time, turnout time, and travel time.
4. If, in each monthly period, the Contractor fails to respond to emergency requests within the applicable performance requirement, as set forth above, it shall pay response damages.
5. Response time exemptions. The Contractor shall maintain projections for reserve staffing capacity for increased production in the event of a temporary system overload. However, it is understood that on occasion unusual factors beyond the Contractor's control affect the achievement of the required response time standards.
6. For purposes of determining the Contractor's compliance with the response time standards as set forth in this RFP, and for calculating damages, every request for ambulance service shall be counted except as follows:
 - Requests which are cancelled before the Contractor's arrival at the incident location, but before the contracted response time has expired. Calls which are cancelled before the Contractor's arrival at the incident location that are beyond the contracted response time will be counted.
 - During a period of severe weather conditions (such conditions as determined by the EMS Coordinator and the AOC, upon request of exemption by the vendor), such that response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel or the public than would result from a delayed response.
 - Requests during a disaster, locally or in a neighboring jurisdiction, for assistance from the Town.
7. The response time for an emergency request may also be excluded when the EMS Coordinator and AOC determines there is other good cause for an exception.
8. The grounds for the exception must have been a substantial factor in producing the particular response time, and the Contractor must have made a good faith effort to comply with the appropriate standard. Such grounds include, but are not limited to, the transmission of erroneous, incomplete or inaccurate information from the E911 center, E911 Public Safety Answering Project, local police or fire dispatch office, or the public. The AOC shall be the final authority in cases of disagreement between the EMS Coordinator and the Contractor over a request to exclude a response time.

H. AMBULANCE SPECIFICATIONS

1. All ambulances used for transportation shall be not more than five (5) years old from the date of sale as a new vehicle, and shall not have been used more than 250,000 miles. Both emergency and non-emergency ambulances should be consistent with the (Type I or III Version). Ambulances must meet the State of Tennessee's Division of Emergency Medical Services Guidelines. This shall remain in effect unless otherwise approved in writing by the Town.
2. All maintenance and repair records and inventory records must be available for inspection by the CFD and members of AOC.

3. All ambulances must conform to the State of Tennessee's Rules and Regulations and must be powered by diesel engine.
4. Each ambulance used in transportation of patients must be equipped with all items listed on the daily ambulance inventory, including such items listed in the Attachments 9.6 and 9.7 and required by the State of Tennessee and the Town.
5. Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.
6. Each ambulance must permanently display the name or other suitable corporate identification or logo on the outside of the vehicle along with that vehicle's identification number. The Contractor shall not use the name or partial name of the Town of Collierville as part of its name.
7. Any ambulance used by the Contractor for transporting of patients shall conform to all standards as promulgated and defined by the State of Tennessee's EMS Division, and all rules and regulations promulgated and set forth in any state and local ordinance.

I. PERSONNEL

1. The parties understand that the EMS System requires professional and courteous conduct at all times from the Contractor's field personnel, communications personnel, middle management, and top executives. The Contractor shall employ highly trained paramedics, EMTs, and support staff to provide patient care and to operate the Contractor's vehicles and equipment.
2. Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of the Contractor's employees who operate under the Contract shall conform to the Contractor's dress code, as well as the CFD's rules and regulations and S.O.P.
3. The parties understand that training and educational requirements change from time to time for EMT's, Paramedics and Communications personnel as new protocols and medical treatments are approved by the State of Tennessee EMS Division and/or the Medical Director. The Contractor agrees that the CFD may require additional training or education for EMT's & Paramedics for the benefit of patients receiving care under the Contract. The cost of such training or education shall be the sole responsibility of the Contractor.
4. The Contractor shall utilize a work schedule along with shift assignments that are consistent with the Collierville Fire Department's. The Contractor shall not allow personnel to work more than 36 consecutive hours, followed by a minimum of 12 hours off-duty, with a maximum of 96 hours to be worked in any 7 day work week.
5. The Contractor shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.
6. The Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and communications center personnel. **Please provide compensation and benefits package with your proposal.**
7. The Contractor must have in place a program for random drug screening of all personnel providing response under the contract. Further, the Contractor will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a

testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary. **Proposer shall provide a copy of its drug testing/screening policy with its proposal.**

8. Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the CFD must be answered in writing within 48 hours to include actions taken, including disciplinary action and other corrective measures.
9. It shall be of the utmost importance that employees of the Contractor strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
10. The Contractor must provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract and meet annual State requirements for EVOC (Emergency Vehicle Operations Course) Training. The Town is to be provided with monthly reports on driver performance or reports as requested by the CFD and the AOC.
11. All Contract personnel must be trained at the Contractor's expense and receive certification as being NIMS (National Incident Management System) compliant.
12. Each Paramedic (EMT-P) shall obtain and maintain certification or licensing as follows throughout their employment by Contractor: (a) Tennessee drivers license with the for hire "F" endorsement, (b) Tennessee Paramedic license from the Division of Emergency Medical Service, (c) Health Care Provider (CPR/AED) certification from the American Heart Association or equivalent from the American Red Cross, (d) Advanced Cardiac Life Support (ACLS), (e) Pediatric Education for Pre-hospital Professionals (PEPP) or Pediatric Advanced Life Support (PALS), (f) Pre-hospital Trauma Life Support (PHTLS) or Basic trauma Life Support (BTLS), (g) Certification in defensive driving which meets the Vanessa K. Free Emergency Services Training Act of 2005, and (h) National Incident Management System (NIMS) compliant in ICS-100, 200, 700 and 800.
13. Each EMT shall obtain and maintain certification or licensing as follows throughout their employment by the Contractor: (a) Tennessee driver's license with the for hire "F" endorsement, (b) Tennessee EMT license from the Division of Emergency Medical Service, (c) Health Care Provider (CPR/AED) certification from the American Heart Association or equivalent from the American Red Cross, (d) Pre-hospital Trauma Life Support (PHTLS) or Basic trauma Life Support (BTLS), (g) Certification in defensive driving which meets the Vanessa K. Free Emergency Services Training Act of 2005, and (h) National Incident Management System (NIMS) compliant in ICS-100, 200, 700 and 800.

J. QUALITY IMPROVEMENT PROGRAM

1. The Contractor shall develop and have in operation a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the AOC within thirty (30) days of full execution of the Contract.

K. FIRST RESPONDERS

1. The Collierville Fire Department has an Advanced Life Support first responder program. The Contractor shall cooperate and coordinate its activities and services with first responders for integrating the Contractor's services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

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

1.4 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The Town assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the Town. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer. **Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.**

1.5 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Town's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Town or in the employment practices of the Town's contractors. Accordingly, all vendors entering into contracts with the Town shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.6 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the Town's Purchasing Office to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS.

1.7 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letter of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*.

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Telephone Number, Facsimile Number, and E-Mail Address of Vendor Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

END OF SECTION

SECTION 2: SCHEDULE AND EXPLANATION OF RFP EVENTS

The following RFP Schedule of Events represents the Town's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The Town reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors submitting a *Letter of Intent to Propose*.

	<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
1	Town of Collierville Issues RFP	02/21/13	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	03/12/13	
3	Deadline for <i>Letter of Intent to Propose</i>	03/08/13	
4	Pre-proposal Conference	03/04/13	10:00 AM
5	Deadline for Written Comments	03/08/13	4:00 PM
6	Response to Written Questions/RFP Amendments	03/11/13	2:00 PM
7	Deadline for Submitting a Proposal and Town Opens Technical Proposals	03/14/13	2:00:00 PM
8	Technical Evaluations Begin	03/15/13	
9	Technical and Cost Proposal Evaluations	03/22/13	
10	Finalist are Selected and Non-finalist Notification Letter is Released	03/29/13	
11	Selected Finalists Make Oral Presentations	04/10/13	
12	Deadline for Final and Best Offer	04/29/13	
13	Negotiation Contract with Finalists	05/10/13	
14	Contract Award by Board of Mayor and Aldermen	06/10/13	
15	RFP Files for Public Inspection	06/11/13	

2.1 Issue of RFP

The Town of Collierville, Tennessee, is issuing this RFP on February 21, 2013.

2.2 Deadline for Disability Accommodation Requests

Proposers with a disability may contact the RFP Coordinator to arrange specific accommodations in order to be able to participate in the RFP process.

2.3 Deadline for Letter of Intent to Propose

Proposers are requested to submit a Letter of Intent to Propose by March 8, 2013 to the RFP Coordinator as described in Section 1.7.

2.4 Pre-proposal Conference

A pre-proposal conference will be held on Monday, March 4, 2013, at 10:00 A.M. Central Time in Collierville Town Hall Board Chambers. Proposers are strongly encouraged to attend this conference and to submit written questions in advance of the conference to the RFP Coordinator. Additional written questions may be submitted at the conference. A public log will be kept of the names of Proposers that attended the pre-proposal conference.

Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

2.5 Deadline to Submit Additional Written Questions

Proposers may submit additional written questions as to the intent or clarity of this RFP until close of business on March 8, 2013. All written questions must be addressed to the RFP Coordinator.

2.6 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendment will be distributed on March 8, 2013, to all Proposers whose organization name appears on the distribution list accumulated from Intent to Propose Letters received.

2.7 Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PURCHASING AGENT NO LATER THAN Thursday, March 14, 2013, at 2:00:00 PM CENTRAL TIME. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP package.

A public log will be kept of the names of all Proposers that submit proposals.

PROPOSERS SHALL BE RESTRICTED TO ONE PROPOSAL PER RFP. Proposers submitting more than one version of their proposal per RFP may be disqualified.

2.8 Technical Proposal Evaluation

An Evaluation Team will perform the technical evaluation of proposals. This process will take place between March 15, 2013 and March 22, 2013. During this time, the RFP Coordinator may initiate discussions with Proposers who submit responsive or potentially responsive proposals for the purpose of clarifying without such discussion. Discussions SHALL NOT be initiated by the Proposers.

2.9 Cost Proposal Evaluation

The cost evaluation of proposals will be performed by an Evaluation Team. This process will take place between March 22, 2013 and March 29, 2013.

2.10 Selection of Finalists

The Evaluation Team will select and the RFP Coordinator will notify the finalist on March 29, 2013. Only finalists will be invited to participate in the subsequent steps of the procurement.

2.11 Oral Presentation by Finalists

Finalist will be required to present their proposals to the Evaluation Team. The RFP Coordinator will schedule the time for each Proposer presentation on April 10, 2013 (and April 11, 2013 if necessary). All presentations will be held in Collierville Town Hall. Each presentation will be limited to two hours in duration.

2.12 Best and Final Offers from Finalists

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by April 29, 2013.

2.13 Negotiation Contract with Finalists

Contract negotiations will be finalized with the most advantageous Proposer by May 10, 2013. In the event that mutually agreeable terms cannot be reached, the Town reserves the right to finalize a contract with the next most advantageous Proposer without undertaking a new procurement process.

2.14 Contract Award by Board of Mayor and Aldermen

After review of the Evaluation Team report and recommendation, the Purchasing Agent will submit a formal recommendation accompanied by the signed contract to the Board of Mayor and Aldermen for approval to award the contract on June 10, 2013.

2.15 RFP Files for Public Inspection

The RFP file is open to the public for viewing after June 11, 2013.

END OF SECTION

SECTION 3: GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The main point of contact for this RFP shall be:

Lori Bryant, Buyer
Purchasing Division
500 Poplar View Parkway
Collierville, TN 38017

Telephone: 901/457-2253
Fax: 901/457-2258
E-Mail: lbryant@ci.collierville.tn.us

The main point of contact shall hereinafter be referred to as the RFP Coordinator.

3.2 RFP Number

The Town has assigned the following RFP identification number – it should be referenced in all communications regarding the RFP:

RFP 2013-001

3.3 Communication Regarding the RFP

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other Town employees may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the Town. Written comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS.
- 3.3.3 The Town shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the Town. The Town reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.4 The Town shall fax, e-mail or mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.

3.4 Required Review and Wavier of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the Town no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the Town, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

- 3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and five (5) copies of the Technical Proposal shall be submitted to the Town in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP# 2013-001 -- Do Not Open”

One (1) original and five (5) copies Cost Proposal shall be submitted to the Town as a separate, sealed package and clearly marked:

“Cost Proposal in Response to RFP# 2013-001 -- Do Not Open”

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

“Contains Separately Sealed Technical and Cost Proposals”

- 3.5.2 All proposals must be submitted in a sealed envelope, addressed as follows:

Town of Collierville, Tennessee
Purchasing Agent RFP 2013-001
500 Poplar View Parkway
Collierville, TN 38017

by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

- 3.5.3 Proposers shall submit only one proposed solution or product though they may have two or more types that meet specifications. Proposers must determine for themselves which to offer. Submission by a single proposer of more than one proposed solution or product shall be sufficient cause for rejection of all prices for that item by the proposer.
- 3.5.4 Submittals shall be bound by staple or binder clip and shall consist of paper only. All binders, plastic separations, non-recycle material, etc. are prohibited. Submittals will not be evaluated on the aesthetic of the package.

3.6 Proposal Preparation Costs

The Town of Collierville will not be liable in any way for any costs incurred by respondents in replying to any part of this RFP.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The Town shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the Town formally requests such, in writing.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If the Town determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information, which the Proposer knew or should have known, was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Proposer Terms and Conditions

A Proposer may **not** submit the Proposers own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Town, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

3.12 Assignment and Subcontracting

- 3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the Town. Each subcontractor must be approved in writing by the Town. The substitution of one subcontractor for another may be made only at the discretion of the Town and with prior, written approval from the Town.
- 3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The Town reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

3.15 Independent Price Determination

- 3.15.1 A proposal shall be disqualified and rejected by the Town if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a Town employee, or any competitor.
- 3.15.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.15.3 The Proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.
- 3.15.4 Should any such prohibited action stated above (see 3.15.1, 3.15.2, and 3.15.3) be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.16 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and general liability insurance coverage before entering into a contract. Additionally, the Town may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Town shall be in form and substance acceptable to the Town.

3.17 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

3.18 Conflict of Interest and Proposal Restrictions

- 3.18.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
- 3.18.2 Any individual, company, or other entity involved in assisting the Town in the development, formulation, or drafting of this RFP or its scope of services which shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

3.19 RFP Amendment and Cancellation

The Town reserves the unilateral right to amend this RFP in writing at any time. The Town also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.20 Right of Rejection

- 3.20.1 The Town reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.20.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable Town laws and regulations. The Town may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

3.21 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the Town of Collierville, Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the entire RFP process. Upon the completion of the evaluation of proposals, indicated by a contract award by the Board of Mayor and Aldermen, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

3.22 Contract Terms and Conditions

- 3.22.1 The contract between the Town and the contractor will follow the format specified by the Town and contain the terms and conditions set forth in Section 8 of this RFP. However, the Town reserves the right

to negotiate with a successful Proposer provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Proposer's proposal will be incorporated into and become part of the contract.

- 3.22.2 Should Proposer object to any of the Town's terms and conditions, as contained in Section 8, That Proposer must propose specific alternative language. The Town may or may not accept the alternative language.

3.23 Right to Waive Minor Irregularities

The Town reserves the right to waive minor irregularities. The Town also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Town.

3.24 Ownership of Proposals

All documents submitted in response to this request for proposals shall become the property of the Town.

3.25 Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Proposers must have a valid e-mail address to receive these correspondences.

END OF SECTION

SECTION 4: SPECIAL REQUIREMENTS

4.1 Location and Work Space

The work under this RFP is to be performed, completed, and managed at the vendor's location. Ambulances may be placed at the Town's Fire Houses. All work performed on the Town's premises shall be completed in accordance with a schedule approved by the Town's project representative.

4.2 Performance and/or Payment Bond

The Town shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond must be in the sum of 100% of the total amount of the annual contract.

The successful Proposer shall obtain the required performance bond in form and substance acceptable to the Town (as detailed by Attachment 9.4 of this RFP) and provide it to the Town no later than June 24, 2013 or fourteen days after the date of contract signing, whichever shall occur later. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

The Town reserves the right to reduce the bonding requirements. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the Town in its sole discretion.

END OF SECTION

SECTION 5: PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

- 5.1.1 The Town discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the Town's information requirements.
- 5.1.3 Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All proposal pages must be numbered.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- I. Proposal Transmittal Letter;
- II. Mandatory Proposer Qualifications;
- III. General Proposer Qualifications and Experience;
- IV. Technical Approach; and,
- V. Detailed Documentation of Proposer Financial Resources.

If a proposal fails to detail and address each of the requirements detailed herein, the Town may determine the proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter -- The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal, which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence-showing authority to bind the company.

- 5.2.1.2 The letter shall state that the proposal remains valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town.
- 5.2.1.3 The letter shall provide the name, mailing address, and telephone number of the person the Town should contact regarding the proposal.
- 5.2.1.4 The letter shall state whether the Proposer intends to use subcontractors; if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (Note: The Contractor must obtain written approval from the Town prior to the use of any subcontractors.)
- 5.2.2 Mandatory Proposer Qualifications – Technical Proposals shall provide responses and documentation, as required that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal that does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information:

- 5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the contract in Section Eight (8) of this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the Town, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)

- 5.2.2.2 written certification and assurance of the Proposer’s compliance with:

- the laws of the State of Tennessee;
- Title VI of the federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

- 5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:

- 5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the proposer’s business relationship with the financial institution is in positive standing

- 5.2.2.3.2 a copy of a valid certificate of insurance indicating liability insurance in the amount of at least one million dollars (\$1,000,000).

- 5.2.2.4 written confirmation that the Proposer will provide a performance bond in accordance with the requirements of the RFP.

- 5.2.3 General Proposer Qualifications and Experience -- Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer’s experience in delivering services similar to those required by this RFP:

- 5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
- 5.2.3.2 a brief description of the Proposer's background and organizational history.
- 5.2.3.3 years in business.
- 5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP.
- 5.2.3.5 location of offices.
- 5.2.3.6 a description of the Proposer organization's number of employees, longevity, and client base.
- 5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last five (5) years (if so, an explanation providing relevant details).
- 5.2.3.8 form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*).
- 5.2.3.9 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
- 5.2.3.10 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.
- 5.2.3.11 an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP. It should illustrate the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
- 5.2.3.12 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract -- the roster should include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history.
- 5.2.3.13 a list, if any, of all current contractual relationships with the Town of Collierville and all those completed within the previous five-year period -- the listing should include:
- the contract number;
 - the contract term.
- 5.2.3.14 customer references for similar projects representing five (5) other clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to the Town of Collierville) -- for each reference, include:
- the company name and business address;
 - the name, title, and telephone number of the company contact knowledgeable about the project work; and
 - a brief description of the service provided and the period of service.
- 5.2.4 Technical Approach – The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the Town to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the

subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:

- 5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the Town's requirements and project schedule.
- 5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Town's project schedule.
- 5.2.4.3 Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the project schedule.

5.3 Cost Proposal

- 5.3.1 The Cost Proposal shall be submitted to the Town as a separate, sealed package from the Technical proposal.
- 5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.
- 5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.
- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the Town shall determine the proposal to be nonresponsive and reject it.
- 5.3.5 The Proposer must sign and date the Cost Proposal.

END OF SECTION

SECTION 6: EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories

The categories that shall be considered in the evaluation of proposals are Qualifications, Experience, Technical Approach, and Cost.

6.2 Proposal Evaluation Process

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of Town employees shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

- 1) if it meets requirements for further evaluation;
- 2) if the Town shall request clarification(s) or correction(s); or
- 3) if the Town shall determine the proposal nonresponsive and reject it.

(See Attachment 9.3, Mandatory Requirements Checklist).

6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals.

6.2.5 The Town reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the Town and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

6.2.6 The RFP Coordinator shall open and present each Cost Proposal to the Evaluation Team.

6.3 Award Process

6.3.1 Following the finalist presentations and contract negotiations with the most advantageous Proposer, the Purchasing Agent shall prepare a Board Report containing the results from the proposal evaluation process to the Board of Mayor and Aldermen for consideration.

6.3.2 Once the contract award has been approved by the Board of Mayor and Aldermen, the RFP files shall be made available for public inspection.

END OF SECTION

SECTION 7: STANDARD CONTRACT INFORMATION

7.1 Contract

If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within fourteen (14) days of its delivery to the Proposer, the Town may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP, reject the proposal, and open final contract negotiations with the next best evaluated Proposer.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

Under no conditions shall the Town be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated in to the final contract.

7.4 Contract Monitoring

The Contractors shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Town. The Town may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the Town may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the Town requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the Town may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the Town shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the Town and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. The Contractor shall not commence additional work until the Town has issued a written contract amendment and secured all required approvals.

SECTION 8: CONTRACT**AMBULANCE SERVICE CONTRACT**

THIS AMBULANCE SERVICE CONTRACT (herein “**Contract**”) is made and entered into this _____ day of _____, 20__ by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and _____ [insert name of **CONTRACTOR**], a _____ [State where **CONTRACTOR** established, but only if an entity, not applicable to sole proprietorships] _____ [type of entity – e.g., corporation, LLC, partnership, sole proprietorship] (herein the “**CONTRACTOR**”).

RECITALS

The TOWN desires to contract with a provider of emergency and non-emergency ambulance services (herein “**Contract Services**”) for the TOWN as more particularly set forth in RFP No. RFP2013-001, dated _____; and

WHEREAS, the **CONTRACTOR** has the requisite experience, abilities, and resources to perform and/or furnish the foregoing Contract Services for the TOWN, and

WHEREAS, the **CONTRACTOR** desires to enter into this Contract as an independent contractor and is ready, willing, and able to provide the Contract Services and/or furnish the products in accordance with the terms of, and subject to the conditions in, this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1.00 SCOPE OF CONTRACT

The **CONTRACTOR** is to furnish the Contract Services and/or products, equipment, and items (herein “**Contract Items**”) as specified in the Request for Proposals issued by the TOWN under No. RFP 2013-001 and any amendments thereto (herein the “**Request for Proposals**”). The Request for Proposals and any amendments thereto are attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the **CONTRACTOR** is to furnish all materials, tools, equipment, manpower, and consumables necessary to perform the Contract Services.

2.00 TERM AND TERMINATION

2.01 TERM. The initial term of this Contract (herein “**Initial Term**”) shall be for sixty (60) months, beginning on July 1, 2013 at 00:00:01 and ending on June 30, 2018 at 24:00:00. The **CONTRACTOR** and the TOWN agree there will be a one hundred twenty (120) day Ramp-Up Period beginning on July 1, 2013 (“the Ramp-Up Period”) and continuing through October 31, 2013, to allow the **CONTRACTOR** to hire new employees and obtain new ambulances. **CONTRACTOR** shall, within ten (10) days of full execution of this Agreement, provide to the TOWN a detailed report of its plan to obtain new employees, train new employees as required by

Section 1.3, Item “T” of the Request for Proposals, and obtain ambulances. Any deviation from said plan must be approved in writing by the Ambulance Oversight Committee (“AOC”).

2.02 RENEWAL.

The Contract may be renewed for one (1) additional one (1) year term upon mutual written agreement of the parties. This option may be exercised if the CONTRACTOR is successful in completing the performance review, during the Term of the Contract, with a final recommendation from the AOC within the last year of the Contract, as outlined herein and if all terms and conditions remain the same.

The TOWN may conduct an evaluation and assessment of the CONTRACTOR’s performance from year to year and on an as-needed basis as determined by the TOWN or the AOC in its sole discretion. The TOWN or the AOC as it may direct will evaluate the CONTRACTOR using two sets of performance-based criteria.

- A. **Level I** criteria will be the minimum standards (herein “**the minimum standards**”) to be met by the CONTRACTOR during each year the Contract is in force, and are generally described as follows:
 - 1. CONTRACTOR has consistently achieved response time compliance based on the standards set forth in Section 1.3, Item G of the Request for Proposals.
 - 2. The CONTRACTOR’s overall performance has resulted in a minimum amount of performance damages being assessed, as provided for in Section 11.00 herein.
 - 3. The CONTRACTOR consistently and timely delivers to the TOWN all reports and documentation required by the Contract or AOC with a minimum of inaccurate, deficient, or missing documentation.
 - 4. The CONTRACTOR consistently demonstrates clinical performance standards that comply with all TOWN and State rules and regulations, standards, policies and procedures.
 - 5. The CONTRACTOR consistently maintains and projects to the general public a professional image.

- B. **Level II** criteria identify performance by the CONTRACTOR in excess of the minimum standards and are generally described as follows:
 - 1. The CONTRACTOR consistently exceeds the established minimum standards as set for in Section 1.3 of the Request for Proposals.
 - 2. The CONTRACTOR can effectively demonstrate that the overall Emergency Medical Services (“**EMS**”) system has realized improvements in quality of patient service and clinical excellence in each of the prior Contract years.
 - 3. The CONTRACTOR exceeds the minimum contractual requirements regarding community service and education.
 - 4. The CONTRACTOR has received recognition through community service awards or other honors that signify superior commitment to the community.

5. The CONTRACTOR's most recent audit by the TOWN or State is ranked superior with a zero or a minimum number of deficiencies as determined by the AOC.

Level I criteria will be assigned a value of zero, one or two points. Level II criteria will be assigned a value of zero, one or two points. The determination of whether the CONTRACTOR has satisfied the performance review is solely within the reasonable judgment of the TOWN with input from the AOC. A score of twelve (12) points or higher is required for a recommendation by the TOWN and AOC to exercise its right to extend the Contract for a period of one (1) year term.

The option of TOWN to extend the term of the Contract shall, however, be exercised in the sole discretion of the TOWN and shall be conditioned upon the annual appropriation of funds by the TOWN and upon the approval of the Boards of Mayor and Aldermen of the TOWN.

2.03 EXPIRATION OF TERM.

If the parties fail to exercise the renewal option, as set forth in Section 2.02 above, the term of this Contract shall automatically terminate on the expiration date at 24:00 hours June 30, 2018.

2.04 LAME DUCK PROVISIONS

Should the CONTRACTOR not succeed itself at the end of the term of the Contract, the TOWN shall depend upon the CONTRACTOR to continue to provide all services required under the Contract until the successor contractor assumes service responsibilities. Under these circumstances, the CONTRACTOR will, for the remaining term of the Contract, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of the Contract throughout any such lame duck period, the following shall apply:

- A. The CONTRACTOR shall make no changes in methods of operation, which could reasonably be considered to be aimed at cutting the CONTRACTOR's service below that required by the Contract in order to maximize profits during such remaining time period.
- B. The CONTRACTOR may be required to continue the Contract on a month-to-month basis after the term of the Contract until the Contract with the successor contractor is fully executed. If the CONTRACTOR is asked to provide month-to-month coverage, the TOWN shall reimburse the CONTRACTOR for the remaining months under the CONTRACTOR'S annual insurance cost related to the Contract as well as the current monthly subsidy at the end of the Agreement. During the lame duck period, the ambulance mileage requirements shall be waived by the TOWN.
- C. The CONTRACTOR shall continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the

subsequent contract to the successor contractor, including, but not limited to, compliance with the provisions relating to the qualifications of key personnel.

- D. The CONTRACTOR shall not penalize or bring personal hardship to bear upon any of its employees who may apply for work on a contingent basis with a competing bidder, and shall allow without penalty its employees to sign contingent employment agreements with competing bidders at the employees' discretion. The CONTRACTOR may prohibit its employees from assisting competing bidders in preparing their bids by revealing the CONTRACTOR'S trade secrets or other information about the CONTRACTOR'S business practices or field operations.

3.00 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

3.01. GENERAL DUTY

All services by the CONTRACTOR will be performed in a manner satisfactory to the TOWN, and in accordance with the generally accepted business practices and procedures of the TOWN.

[Note: General Duties are specified in section 1.3.B. Items 1-16 of the RFP. If changes are approved as part of the contract negotiations, the revised General Duties will be included here.]

3.02 TRANSPORT

[Note: Transport requirements are specified in section 1.3.C. Items 1-2 of the RFP. If changes are approved as part of the contract negotiations, the revised Transport requirements will be included here.]

3.03 COMMUNICATIONS EQUIPMENT

[Note: Communications Equipment is specified in section 1.3.D. of the RFP. If changes are approved as part of the contract negotiations, the revised Communications Equipment requirements will be included here.]

3.04 NOTIFICATION

[Note: Notification requirements are specified in section 1.3.E. Items 1-4 of the RFP. If changes are approved as part of the contract negotiations, the revised Notification requirements will be included here.]

3.05 AVAILABLE AMBULANCES

[Note: Available Ambulances requirements are specified in section 1.3.F. Items 1-7 of the RFP. When changes are approved as part of the contract negotiations, the revised Available Ambulances requirements will be included here.]

3.06 RESPONSE TIME

[Note: Response Time requirements are specified in section 1.3.G. Items 1-8 of the RFP. If changes are approved as part of the contract negotiations, the revised Response Time requirements will be included here.]

3.07 AMBULANCE SPECIFICATIONS

[Note: Ambulance Specifications are specified in section 1.3.H. Items 1-7 of the RFP. If changes are approved as part of the contract negotiations, the revised Ambulance Specifications will be included here.]

3.08 PERSONNEL

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

[Note: Personnel requirements are specified in section 1.3.I. Items 1-13 of the RFP. If changes are approved as part of the contract negotiations, the revised Personnel requirements will be included here.]

3.09 QUALITY IMPROVEMENT PROGRAM

[Note: Quality Improvement Program requirements are specified in section 1.3.J. of the RFP. If changes are approved as part of the contract negotiations, the revised Quality Improvement Program requirements will be included here.]

3.10 FIRST RESPONDERS

[Note: First Responders requirements are specified in section 1.3.5. Items 1-2 of the RFP. If changes are approved as part of the contract negotiations, the revised First Responders requirements will be included here.]

3.11 DATA AND REPORTING

A. CONTRACTOR shall maintain working employee case files on all its employees and supervisors actively engaged in providing services hereunder. Case files shall have all employee records and applications, copies of EMS licenses and on-line verification, copies of proof of certification of Advanced Cardiac Life Support (herein ACLS), Basic Trauma Life Support (herein BTLIS)/Pre-Hospital Trauma Life Support (herein PHTLS), Pediatric Advance Life Support (herein PALS)/Pediatric Education for Pre-hospital Professional (herein PEPP), Cardiopulmonary Resuscitation (herein CPR) certification, copies of proof of Hepatitis "b"

vaccination, copies of driver's license and proof of validation, copies of defensive driving training certificates, and copies of continuing education units (herein CEU).

1. Upon request, CONTRACTOR shall provide the TOWN with a list of EMT's currently employed by the CONTRACTOR. Information shall include, but not be limited to, name and EMT certification number

2. Upon Request, CONTRACTOR shall provide the TOWN with a list of paramedics currently employed by the CONTRACTOR. Information shall include, but not be limited to, name and paramedic license number

B. CONTRACTOR shall complete, maintain, and provide to the TOWN by the 10th of each month:

1. Apparatus and equipment failure reports, with repair status;

2. A complete listing of all service complaints received and their disposition/resolution; and

3. Continuous quality improvement program reports in a form and substance acceptable to the TOWN.

C. CONTRACTOR shall complete, maintain, and upon request, make available to the TOWN within five (5) business days of request, copies of:

1. Subject to employee privacy rights, personnel records (including current licensure and certification);

2. Equipment and vehicle maintenance reports;

3. Annual, random, and pre-employment drug screening report; and

4. Drug screening reports of any driver involved in an on-duty vehicle accident.

D. CONTRACTOR shall complete, maintain, and provide to the TOWN the reports listed in Appendix G, Ongoing Reporting Requirements, of this Contract.

4.00 TOWN'S DUTIES AND RESPONSIBILITIES

4.01 GENERAL DUTIES

A. In arrears on or before the first day of each month beginning on July 1, 2013, and continuing for the term of the Agreement, the TOWN shall make monthly payments to the CONTRACTOR for the emergency services provided within the Service Area, according to the payment formula found in Section 5.01.

B. The TOWN will compile statistics on all emergency runs, including, but not limited to, date, unit number address, time of call, scene time, transport time, hospital time, in-

service time, receiving hospital, and the total number of calls for the month and the average response.

C. The TOWN shall monitor the response time performance pursuant to the requirements of and upon the intervals set forth in Section 3.06. Daily, the TOWN shall make available reports to the CONTRACTOR summarizing the CONTRACTOR'S response time performance during the reporting period. The report shall be in a format substantially similar to that format attached hereto as Exhibit F. Upon request of the CONTRACTOR'S representative, the EMS Coordinator shall review the cumulative response time report, and shall undertake every reasonable good faith effort to resolve any dispute regarding reported response time deficiencies.

D. The TOWN shall allow the CONTRACTOR to use its Fire Stations for CONTRACTOR'S personnel and ambulances.

4.02 AMBULANCE OVERSIGHT COMMITTEE

A. The TOWN shall establish an Ambulance Oversight Committee (AOC). The AOC's authority will be broadly interpreted to include review and action on all issues concerning the Contract, including but not limited to approval or disapproval of all subsequent increases in additional charges (other than fixed ALS and BLS transport rates) that the CONTRACTOR proposes, requests for exceptions to the performance standards of the Contract, complaints concerning service provided under the Contract, and review of the CONTRACTOR's performance.

B. The AOC will be comprised of the three (3) Fire Department employees who will be appointed by the Fire Chief and serve as voting members of the committee. The Town may include as non-voting members additional persons it deems appropriate, including but not limited to the Town's Emergency Services Medical Director and a Contract Administrator from the General Services Department. In addition, there shall be non-voting members who shall represent the third party provider.

C. The AOC will have full authority to act and make decisions on all matters concerning this Contract.

5.00 COMPENSATION

5.01. AMOUNT OF COMPENSATION. The CONTRACTOR agrees to provide the Contract Services and Contract Items as specified in its bid to the TOWN at the cost of the Operating Fee (herein "**Operating Fee**") specified in said proposal and amendments thereto (herein "**the Proposal**"), if any, the Proposal being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof.

The CONTRACTOR shall submit claims for payment of the Operating Fee on a monthly basis pursuant to the following payment formula:

$$MF = (FX/12) - PD$$

MF = The monthly payment from the TOWN to CONTRACTOR

FX = The total amount of the Operating Fee for the Contract for the year in which the CONTRACTOR's request for payment is issued.
PD = Performance Damages pursuant to Section 9.00 herein.

5.02. RATE ADJUSTMENT. The Operating Fee specified in the CONTRACTOR's Proposal shall remain in effect for the first two (2) years of this Contract (subject to all applicable laws) and shall increase during years three (3), four (4) and five (5) of the Contract by two (2%) percent each year.

6.00 ADDITIONAL SERVICES

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding such additional services and/or products.

7.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers, or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

8.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Services and Contract Items, and to comply with all instructions and orders issued by the TOWN regarding the Contract Services and Contract Items.

9.00 TERMINATION

9.01 TERMINATION FOR CAUSE. Either party may terminate the Contract at any time for cause. The term "cause" shall mean a material failure or refusal by either party to perform its respective duties and obligations required by the Contract and applicable law, which causes substantial harm to the non-breaching party.

9.02 TERMINATION BY CONTRACTOR. By way of illustration only, and with respect to breaches by the TOWN, any uncured failure to pay CONTRACTOR as required by

this Contract, following at least forty-five (45) days after delivery of written notice from CONTRACTOR of such deficiency, shall constitute “cause” under the Contract.

9.03 TERMINATION BY TOWN. For purposes of illustration only and without limitation thereof, the following breaches of the Contract by CONTRACTOR, following reasonable written notice and an opportunity to cure (but in no event entitling CONTRACTOR to more than thirty (30) days following delivery of written notice to cure any such breach), shall constitute sufficient “cause” for termination of the Contract by TOWN:

- A. Failure of CONTRACTOR to operate its ambulances and EMS program in a manner which enables the TOWN and CONTRACTOR to remain in substantial compliance with the requirements of federal, State, and local laws, rules, and regulations;
- B. Willful falsification of information supplied by CONTRACTOR in its Proposal and during the consideration, implementation, and subsequent operation of its ambulance and EMS system, including, but not limited to, dispatch data, patient reporting data, and response time performance data;
- C. Chronic or persistent failure of CONTRACTOR’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by CONTRACTOR;
- D. Failure to comply with response time performance standards, as outlined in Section 1.3, Item G of the Request for Proposals, for three (3) consecutive calendar months, or for any four (4) months in a calendar year;
- E. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required by the Request for Proposals or offered by CONTRACTOR in its response to the TOWN’s Request for Proposals, and accepted by the TOWN;
- F. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with CONTRACTOR’s submitted and accepted equipment replacement policy, except as extended use of such equipment is approved by the TOWN;
- G. Chronic or persistent failure by CONTRACTOR to comply with conditions stipulated by the TOWN to correct any breaches of the Contract not otherwise justifying termination for cause by TOWN;
- H. Failure of CONTRACTOR to cooperate and assist the TOWN or AOC in the investigation or correction of any breach of the terms of this Contract;
- I. Failure by CONTRACTOR to cooperate with and assist the TOWN in its replacement of CONTRACTOR’s operations, as provided for in Section 7.04

herein, even if it is later determined that default never occurred or that the cause of such default by CONTRACTOR was beyond the CONTRACTOR's reasonable control;

- J. Failure by CONTRACTOR to assist in the orderly transition or scaling down of services upon the end of the Contract, if a subsequent contract with the CONTRACTOR is not awarded;
- K. Failure to comply with required payment of performance damages imposed pursuant to Section 11.00 herein;
- L. Failure by CONTRACTOR to maintain in force throughout the term of the Contract, including any extensions thereof, the insurance coverage required by Sections 14.00, 14.01, 14.02, 14.03, 14.04, and 14.05 herein;
- M. Failure by CONTRACTOR to maintain in force throughout the term of the Contract, including any extensions thereof, the performance bond requirements, as specified in Section 4.2 of the Request for Proposals;
- N. Willful attempts by the CONTRACTOR to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing contractors during a subsequent proposal cycle;
- O. Any willful attempts by CONTRACTOR to intimidate or otherwise punish or dissuade its employees from cooperating with or reporting concerns, deficiencies, etc., to the Collierville Fire Department ("CFD") or other federal, State, or local oversight agency;
- P. The written admission by CONTRACTOR that it is bankrupt, or the filing by CONTRACTOR of a voluntary petition under the Federal Bankruptcy Act, or the consent by the CONTRACTOR to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the CONTRACTOR of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver, or similar fiduciary regardless of how designated, of all or a substantial portion of CONTRACTOR's property or business;
- Q. Any other acts or omissions of CONTRACTOR in the provision of Contract Services and/or Contract Items that endanger and/or affect the public health and safety; and
- R. Failure of CONTRACTOR to timely prepare and submit the required annual audit.

If either party elects to terminate the Contract for cause, written notice to the other party of such election shall be given within seven (7) business days of such election.

9.04 REPLACEMENT OF CONTRACT SERVICES.

- A. If the TOWN and its Board of Mayor and Aldermen determine that a breach of the Contract by CONTRACTOR has occurred that constitutes “cause” for termination under Section 9.01 above, and if the nature of said breach by CONTRACTOR is, in the opinion of the TOWN’s Board of Mayor and Aldermen, such that public health and safety are thereby endangered, the TOWN may elect to, but shall not be required to, effect a prompt and orderly replacement of Contract Services within seventy-two (72) hours after such determination by the TOWN and its Board of Mayor and Aldermen. Such determination by the TOWN and its Board of Mayor and Aldermen (herein “**the TOWN’s determination**”) shall be conveyed as soon as possible to the CONTRACTOR in writing. The CONTRACTOR shall cooperate completely and immediately with TOWN to effect a prompt and orderly replacement of Contract Services.
- B. CONTRACTOR shall provide the ambulances and equipment used in providing Contract Services to the TOWN, for a period not to exceed one hundred twenty (120) days. The CONTRACTOR and the TOWN shall mutually agree upon a fair and reasonable rate of compensation to be paid by TOWN to CONTRACTOR for the use by TOWN of the ambulances and equipment used in providing Contract Services

9.05 DISPUTE AFTER REPLACEMENT.

- A. CONTRACTOR shall not be prohibited from disputing through litigation the TOWN’s determination; provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate replacement of operations, and the provision by CONTRACTOR of ambulances and equipment used in providing Contract Services and Contract Items to the TOWN. Neither shall such litigation instituted by CONTRACTOR delay the TOWN’s access to the CONTRACTOR’s performance bond.
- B. Notwithstanding the foregoing, any legal dispute concerning the TOWN’s determination shall be initiated only after the emergency replacement described in Section 9.04 herein has been completed. CONTRACTOR’s cooperation with, and full support of, such emergency replacement process, as well as the immediate release of performance security funds to the TOWN, shall not be construed as acceptance by the CONTRACTOR of the TOWN’s determination, and shall not in any way jeopardize CONTRACTOR’s right to recovery should a court later determine that the TOWN’s determination was in error. However, failure on the part of CONTRACTOR to cooperate fully with the TOWN to effect a safe and orderly replacement of operations, including ambulances and equipment, shall

constitute sufficient and justifiable cause for termination of the Contract by the TOWN, even if it is later determined that the TOWN's determination was made in error.

10.00 LIQUIDATED DAMAGES

- A. The unique nature of the Contract Services that are the subject of the Contract requires that, in the event of termination for cause, the TOWN must restore Contract Services immediately. In the event of such termination for cause, it would be difficult and/or impossible to determine the resulting costs and damages to the TOWN of providing Contract Services.
- B. In the event of termination of this Contract for cause by TOWN, CONTRACTOR shall pay the TOWN liquidated damages in the amount of one million dollars (\$1,000,000.00), which amount is stipulated, under said circumstances, to be a fair and reasonable estimate of TOWN's potential damages at the time the parties have entered into the Contract. This liquidated damages provision is, therefore, a fair and necessary part of the Contract.

11.00 PERFORMANCE DAMAGES

- A. The TOWN may impose a penalty, as specified herein, for each occurrence of the specific incidents described below. Payment by CONTRACTOR of such "**performance damages**", as further delineated and outlined in this section, shall be made in the form of a deduction from the monthly invoice. At least fourteen (14) business days prior to the imposition of performance damages, TOWN shall forward CONTRACTOR written notice of penalty (herein "**notice of penalty**") briefly describing the incident(s), including the date(s) thereof, justifying the payment by CONTRACTOR of performance damages. If CONTRACTOR disputes TOWN's response time calculation, or the imposition of any other performance damages, CONTRACTOR may appeal to the AOC in writing (with a copy thereof being sent to TOWN) within seven (7) business days of receipt of notice of penalty. The written appeal by CONTRACTOR shall describe the problem and include an explanation of the reasons why CONTRACTOR contends such performance damages should not be assessed. The AOC shall review all appeals and issue a decision regarding the reduction or suspension of the performance damages in writing to CONTRACTOR and TOWN within thirty (30) business days of receipt of such appeal. The decision of the AOC regarding such matters shall be final. In the event that any appeal of performance damages by CONTRACTOR is pending, the particular items of performance damages being appealed will not be deducted from the then current monthly invoice. Should the AOC subsequently uphold the imposition of the particular items of performance damages that were appealed, such performance damages shall appear as deductions on the next monthly invoice.

- B. Damages for failure to meet response time performance standard of 9:00 minutes or less in individual cases. CONTRACTOR shall pay TOWN two hundred and fifty dollars (\$250.00) for each emergency or non-emergency ambulance that responds within 10:00 to 14:59 minutes to individual calls, and that the CONTRACTOR shall pay the TOWN one thousand dollars (\$1,000.00) for each emergency or non-emergency ambulance that has a response time greater than 15:00 minutes, including mutual aid response(s) by mutual aid providers responding on behalf of the CONTRACTOR in the Contract Service Area (as defined in Section 1.2 of the Request for Proposals), if not during a declared disaster or Mass-Casualty Incident. Measurement of excess minutes will start as of the first second past the agreed upon response time herein.
- C. Failure to meet response time performance standard. Each time that responses are calculated at less than 90% of the response time performance standard (as stated in Section 1.3, Item G of the Request for Proposals) for the previous calendar month, CONTRACTOR will pay the TOWN five thousand dollars (\$5,000.00).
- D. Damages for failure to provide data to determine compliance. Each time an ambulance is dispatched and the crew fails to report and document an on-scene time, CONTRACTOR shall pay performance damages of two hundred-fifty dollars (\$250.00) for each such occurrence. Additionally, when the on-scene time cannot be provided for said emergency call, the response time for that call shall be deemed to have exceeded the required response time for the purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid payment of performance damages, CONTRACTOR may demonstrate to the satisfaction of the CFD an accurate on-scene time; however, the response would still be subject to response time penalty calculations, if applicable.
- E. Damages for mechanical failure. CONTRACTOR shall pay performance damages of five hundred dollars (\$500.00) for each preventable mechanical failure or exhaustion of fuel while transporting a patient from a call, or any situation that requires substitution of one ambulance for another once the first ambulance is assigned to a call. Within three (3) business days of such event, CONTRACTOR shall provide the TOWN with a full description of each response where there was a preventable mechanical failure and the remedial action taken to prevent a reoccurrence. TOWN will consider the vehicle's maintenance history in determining whether mechanical failures were preventable.
- F. Damages for failure to meet ambulance staffing. CONTRACTOR shall pay a fine of five hundred dollars (\$500.00) whenever an ambulance, not staffed as required by the Request for Proposals, responds to a call. Within three (3) business days of such event, CONTRACTOR shall provide the TOWN with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

- G. Failure to meet ambulance equipment availability. Subject to the performance standard exemptions set forth in Section 1.3, Item G of the Request for Proposals, the CONTRACTOR shall incur performance damages of one thousand dollars (\$1,000.00) per occurrence for each time an inspection made determines that an ambulance is not fully equipped with all items listed on the daily Ambulance Inventory Checklist, as required by the Tennessee Emergency Medical Services Equipment and Supplies Ambulance Requirements, EMS Rule 1200-12-1-.03, and that additional item listed in Exhibit "C" of the Request for Proposals.
- H. Failed response. CONTRACTOR shall pay performance damages of five thousand dollars (\$5,000.00) for each time the CONTRACTOR fails to respond to, or is unable to respond to, an emergency or non-emergency call and fails to refer the call to another provider of ambulance services (i.e. the call receives no response), and such incident requires an ambulance response in accordance with EMS dispatch protocols.

12.00 WARRANTY

The CONTRACTOR warrants that the Contract Items and Contract Services provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects, omissions, or errors; and in the case of products meet the specifications in the Request for Proposals. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition.

If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items or Contract Services furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items or Contract Services to correct such fault, defect, or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective, or erroneous Contract Items or Contract Services, including any costs for re-provision of the relevant Contract Items or Contract Services by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended, and shall meet the specifications of the Request for Proposals. The CONTRACTOR shall be liable for secondary, incidental and/or consequential damages of any nature resulting from any work performed by CONTRACTOR under the Contract.

13.00 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to, and shall be excused in the event of, riots, wars, and Acts of God.

14.00 INSURANCE

14.01. COMPREHENSIVE GENERAL LIABILITY INSURANCE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract comprehensive general liability insurance issued by a responsible insurance company

and in a form acceptable to the TOWN. Coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death, or property damage shall include combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence with an annual aggregate limit of not less than five million dollars (\$5,000,000.00).

14.02. AUTOMOBILE LIABILITY INSURANCE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract automobile liability coverage in the minimum amount of two million dollars (\$2,000,000.00) combined single limits for bodily injury, death, or property damage.

14.03. WORKERS' COMPENSATION COVERAGE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete workers' compensation coverage as required by the laws of the State of Tennessee.

14.04. MEDICAL PROFESSIONAL LIABILITY INSURANCE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract medical professional liability coverage, including, but not limited to, coverage for claims and damages alleged to have been caused by the professional negligence of CONTRACTOR's employees, in the amount of not less than two million dollars (\$2,000,000.00) per occurrence with an overall aggregate limit of not less than five million dollars (\$5,000,000.00) for claims for bodily injury, death, or property damage.

14.05. CERTIFICATES OF INSURANCE. Prior to commencement of Contract Services by the CONTRACTOR, the CONTRACTOR shall provide the TOWN with certificates of insurance on all of the above policies of insurance verifying that all insurance policies are in place and effective as of the commencement of the Contract, and shall thereafter provide renewals thereof in forms acceptable to the TOWN. Said insurance policies shall provide that the TOWN and its agents, employees, and elected officials be named an additional insureds. The TOWN shall be notified in writing of any reduction, cancellation, or substantial change of any policy or policies listed above at least sixty (60) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee. Failure of CONTRACTOR to provide and continue in force such insurance required above, including the minimum coverage amounts specified, shall be deemed a material breach of the Contract and sufficient cause for termination of the Contract by the TOWN.

15.00 CLAIMS, LIABILITY AND INDEMNITY

A. The CONTRACTOR shall assume all risks in connection with the performance of this Contract, and shall be liable for any and all damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in connection with the prosecution and completion of the Contract Items and Contract Services covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees, agents, and elected officials harmless from all claims of any type, including, but not limited to, claims for wrongful death, personal injury and/or property damage, and for any expenses and costs including, but not limited to, attorney's fees and court costs, howsoever arising or incurred, which may be incurred by the TOWN and its agents,

employees, and elected officials arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of the Contract. The CONTRACTOR shall carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

B. CONTRACTOR expressly agrees and understands that any insurance protection required by the Contract or otherwise provided by the CONTRACTOR shall in no way limit its responsibility to indemnify, defend, save, and hold harmless the TOWN, including its elected officials, agents, and employees.

C. CONTRACTOR further expressly understands that the TOWN shall have no obligation for the payment of any judgment or settlement of any claims against CONTRACTOR as a result of the provision of Contract Services and/or Contract Items by CONTRACTOR under the Contract. The TOWN shall also have no obligation to provide legal counsel to CONTRACTOR in the event that a suit, claim, or action of any kind of character is brought against CONTRACTOR by any person or entity as a result of the provision of Contract Services and/or Contract Items by CONTRACTOR, its agents, servants and/or employees under the Contract.

D. The CONTRACTOR shall notify the TOWN, c/o Town of Collierville, Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, of any suit made or filed against CONTRACTOR resulting from or relating to the CONTRACTOR's performance of its duties and obligations under the Contract.

16.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs, and all expenses, even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal), incurred in that action or proceeding, in addition to any other relief to which the TOWN may be entitled.

17.00 EQUAL EMPLOYMENT OPPORTUNITY

17.01. NON-DISCRIMINATION. In carrying out the Contract Services under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, disability, religion, or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, age, disability, religion, or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting; paying recruitment compensation; and selecting for training, including apprenticeships.

17.02. POSTING AND ADVERTISING. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth

the provisions of the non-discrimination clause contained in Section 14.01 above. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, national origin, age, disability, religion, or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Section 14.02 in all subcontracts, if any, for services or products covered by this Contract.

18.00 TRANSFER, ASSIGNMENT, OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

19.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees, and the general public, and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items and/or Contract Services.

20.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items and Contract Services required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items or Contract Services to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions and obligations referred to in this Contract.

21.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed, or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

22.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, State and local laws, ordinances, rules, and regulations, for the proper execution, delivery, and completion of the Contract Items and Contract Services under this Contract.

23.00 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft, or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

24.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

25.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of Tennessee, and of the United States of America, shall govern the rights and duties of the parties hereto in the validity, construction, enforcement, and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction and venue of such courts.

26.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party’s attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

27.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

28.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017
Facsimile: (901) 457-2258
- (ii) To: _____

Facsimile: (____) _____

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or facsimile number for the purpose of notices, demands, and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received.

29.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible and may be lawful, valid, and enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

30.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

31.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding, and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE,
TENNESSEE**

By: _____
Stan Joyner, Mayor

ATTEST:

By: _____
Town Clerk/Recorder

APPROVED AS TO FORM AND
CONTENT:

Town Attorney

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

CONTRACTOR's Mailing Address:

CONTRACTOR's Telephone Number:

(_____)_____

CONTRACTOR's Facsimile Number:

(_____)_____

EXHIBIT “A”

Request for Proposals No. RFP2013-001

EXHIBIT “B”
CONTRACTOR’s Proposal

ATTACHMENT 9.1: Certification of Compliance

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
7. Independent contractors must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act" (effective date of 01/01/12). ***If applicable, proof and documentation of employment eligibility must be included with the proposal.***

Proposer Signature and Date

ATTACHMENT 9.2: Cost Proposal Format

NOTICE TO PROPOSER:

This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall record only the cost proposed as required. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the Town shall determine the proposal to be nonresponsive and reject it.

The Proposer must sign and date the Cost Proposal.

Proposer Name

Vendor ID (See Page 4 of this RFP for Information on Obtaining a Vendor ID.)

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the contract Scope of Services of this RFP.

ITEM	UNIT OF MEASURE	DESCRIPTION	AMOUNT	
			DOLLARS	CENTS
1	Year	ALS Ambulance Services for the Town of Collierville.....		

Proposer shall provide on a separate page an itemized list of the costs and fees that will be billed to the Patient being served by the ambulance service.

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town of Collierville.

Proposer Signature and Date

ATTACHMENT 9.3: Mandatory Requirements Checklist

Proposer Name _____

RFP Coordinator: Performing Item Verification _____

Review Date _____

The following basic requirements list should be used by Proposer in preparing and submitting a complete RFP Package as called for within the Request for Proposal for consideration. The RFP Coordinator will verify that all items have been received by placing a mark in the proper corresponding box.

<input checked="" type="checkbox"/> IF CORRECT	Basic Proposal Requirements
<input type="checkbox"/>	1. Technical Proposal and Cost Proposal received on time at correct location.
<input type="checkbox"/>	2. Technical Proposal and Cost Proposal packaged separately and marked as required.
<input type="checkbox"/>	3. Required number of Technical Proposal copies received.
<input type="checkbox"/>	4. The Proposal Transmittal Letter with the Proposal offer is signed by a company officer according to the provisions of the RFP.
<input type="checkbox"/>	5. The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date.
<input type="checkbox"/>	6. The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal.
<input type="checkbox"/>	7. The Proposal Transmittal Letter states the name, mailing address, e-mail address and telephone number of the person the Town should contact regarding the proposal.
<input type="checkbox"/>	8. The Proposal Transmittal Letter states whether the Proposer intends to use subcontractors and identifies any intended subcontractors
<input type="checkbox"/>	9. The Proposal includes written confirmation that the Proposer shall comply with all of the provisions of the RFP and accept all terms and conditions of the RFP and the Contract.
<input type="checkbox"/>	10. The Proposal contains a signed Certification of Compliance. (Attachment 9.1)
<input type="checkbox"/>	11. The Proposer Qualifications and Experience section provides a brief statement of descriptive information about the Proposer's credentials.
<input type="checkbox"/>	12. The Proposer Qualifications and Experience section provides a brief description of the Proposer's background including an organizational history as required.
<input type="checkbox"/>	13. IF APPLICABLE - The Proposal attaches required detailed documentation of financial resources (audited financial statement and referenced financial resources data as required.
<input type="checkbox"/>	14. IF APPLICABLE - The Proposal attaches required financial responsibility and financial stability documentation (1) current bank reference as required and (2) two credit references as required.
<input type="checkbox"/>	15. IF APPLICABLE - The Proposal attaches a valid certificate of liability insurance as required.
<input type="checkbox"/>	16. No Cost data in the Technical Proposal.
<input type="checkbox"/>	17. No alternate proposal submitted.
<input type="checkbox"/>	18.
<input type="checkbox"/>	19.
<input type="checkbox"/>	20.

ATTACHMENT 9.4: Performance Bond Form

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Contractor,
(Corporation, Partnership, Individual or Joint Venture)

and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars,

\$_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor has entered into a certain contract with the OWNER, dated the _____ day of _____, 20__ a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Contractor shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason or failure to do so, an shall reimburse and repay the OWNER from all costs and damages which it am suffer by reason or failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full-force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise release its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

(Contractor) Secretary

Contractor

By _____

Title: _____

Address: _____

Witness to Contractor

Address

Surety

ATTEST:

By _____
Attorney-in-fact

Witness to Surety

Address

Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended and be authorized to transact business in the state where the project is located.

ATTACHMENT 9.5: Service Area Model & Map

The Contractor shall provide a proposed cost for the following model:

This will be a Performance Based Response Agreement for providing Advanced Life Support (ALS) Coverage consisting of a sufficient number of Emergency Ambulances and adequate management and staffing to support the service levels and response times described in this Request for Proposals. This will consist of a twenty four (24) hours a day, seven (7) days a week operation.

ALS Coverage will consist of providing (911) Ambulance Responses, Treatment and Transport to the citizens of the Town of Collierville, Tennessee.

The service area includes approximately 36 square miles and a population of approximately 45,550 people. A map of the Town is included on the following page. There are twelve medical hospitals in the Shelby County area; one is a level one trauma center, and one is a comprehensive children's hospital.

The EMS System responded to 1,970 calls in 2012.

Proposer shall indicate in its response the number of ambulances it will dedicate to this Contract.

**ATTACHMENT 9.6: State Of Tennessee Division of Emergency Medical Services,
General Rules, Chapter 1200-12-1**

The Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation, Division of Emergency Medical Services, Chapter 1200-12-1, General Rules are made part of this RFP and resulting contract and incorporated by reference. Bidder may find a copy of the General Rules at the following website address:

<http://www.state.tn.us/sos/rules/1200/1200-12/1200-12-01.20130102.pdf>

ATTACHMENT 9.6: ALS (Advanced Life Support) Vehicle Equipment List Required by the Town

DIAGNOSTIC

- CPAP with masks and required attachments for operations
- Physio-Control LifePak 15 Cardiac Monitor/Defibrillator
 1. Capable of transmitting 12 Lead EKG.
 2. Non-Invasive Blood Pressure monitoring with assorted BP cuffs
 3. Wave-Form Capnography monitoring
 4. CO monitoring
 5. SpO2 monitoring
 6. External Cardiac Pacing
 7. Hands Free Defibrillation with Quick Combo Pads (Adult & Pediatric)

MEDICATIONS

- Glucagon
- Nitro Paste
- Midazolam (Versed)
- Ondansetron (Zofran)
- Fentanyl
- Induced Hypothermia Equipment/Supplies

INTRAOSSEOUS INFUSION

- EZ IO Drill
- EZ IO 15mm Needle
- EZ IO 25mm Needle
- EZ IO 45mm Needle
- EZ IO Infusion Adapters
- EZ IO Stabilizers

INTRANASAL

- Intranasal Mucosal Atomization Device (MAD)

TRAUMA SUPPLIES

- Sager Traction Splint-Adult
- Sager Traction Splint-Pediatric
- Sam Splints
- Combat Application Tourniquets

AIRWAY

- ET Tube Holders (Adult and Pediatric)

EXHIBIT "B"
CONTRACTOR's Proposal



April 17, 2013

Ms. Mandy Bajusz, Purchasing Agent
RFP2013-001 Emergency Ambulance Services
Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017

Ms. Bajusz,

As requested, the following information contains the best and final offer from Rural/Metro Ambulance. As presented in our proposal which is also attached, Rural/Metro will provide:

- Two (2) 24-hour ALS ambulances to be stationed in Collierville Fire Department stations.
- One (1) 24-hour paramedic supervisor to oversee operations and assist with back-up resources for the Town of Collierville emergence ambulance services.
- Additional back-up resources including ambulances and personnel to provide immediate support if dedicated units are on calls or in cases of mass casualty events. Rural Metro intends to provide an ambulance for each and every 911 call in the town of Collierville.
- All items and services provided in the RFP and the presentation given to the interview session.

With the above resources, Rural/Metro proposes providing this service at a subsidy of \$422,400 annually to the Town of Collierville.

Thank you for the opportunity to provide this information. Please don't hesitate to contact me with any questions.

Sincerely,

Glenn Miller
Division General Manager

Proposal to Provide Emergency Ambulance Services

For the Town of Collierville



Rural/Metro History

- Rural/Metro has been tailoring and providing 911 services for more than 65 years.
 - Recognized leader in 911 services serving communities such as; San Diego, Santa Clara County, Atlanta, Phoenix, and Orlando.
 - Serving more than 700 communities in 21 states.
- Locally, Rural/Metro has been serving the MidSouth since 1996.



History of Service to Collierville

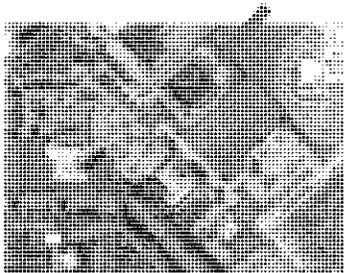
- In 1998, Rural/Metro was selected as the 911 provider for Shelby County, including the Town of Collierville.
 - Asset-based versus performance-based
 - Shelby County Blue Ribbon Panel
 - Seamless transition into the current high-quality, performance-based EMS system



Partnership

5. Where is your base of operations? Are you going to have an office in or near Collierville?

- Rural/Metro has been a provider of 911 services to the citizens of Collierville for nearly two decades.
- MidSouth operation headquartered in Schilling Farms in Collierville, TN.



Local Workforce

- More than 250 locally grown EMS professionals.
 - Many EMTs, paramedics, and managers living in Collierville.
- Management Team- More than 150 years of hands-on 911 experience.
- Field crews bring a combined experience of more than 1,400 years of providing patient care.



Rural/Metro MidSouth

- In every operation, our general transport operation is the foundation.
 - Currently run up to 20 trucks in the city operation based upon the demand of the operation.
 - Contract with Baptist, Methodist, and area nursing homes.
 - Stability in this market
- Currently, based on the fractile measurement, we meet the 9 minutes or less on calls 94.5% of the time. *This is without any review and exceeds the 90% minimum. We have never been fined for falling below the minimum requirements in the municipalities.



Strong Customer Service

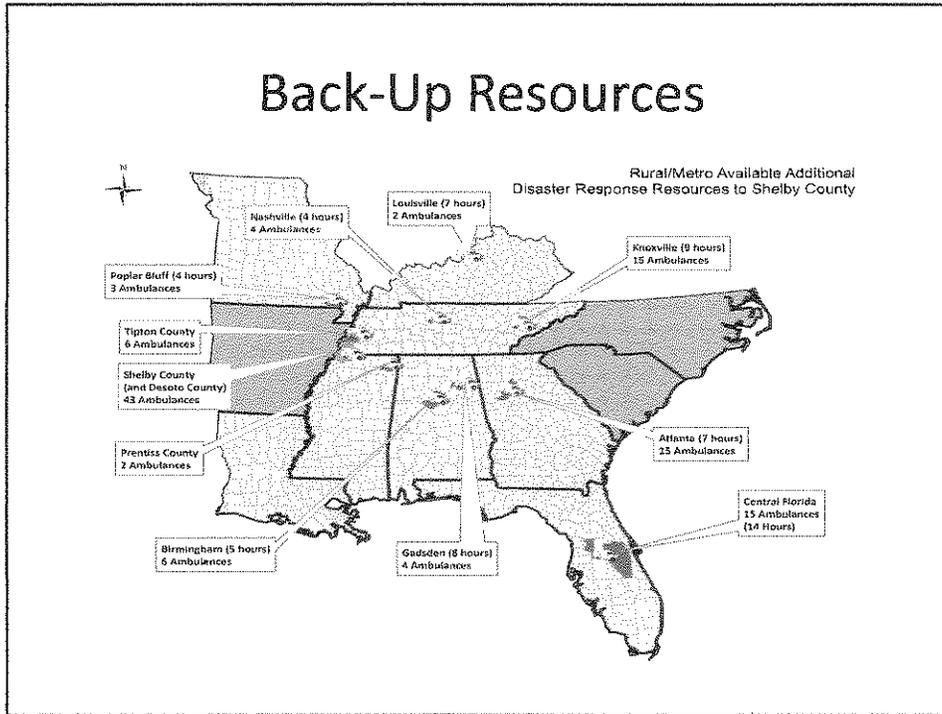
- Since the 2007 contract has been in effect, Rural/Metro Ambulance has received no complaints from citizens of Collierville.



Preparedness

Preparedness is Key





Disaster Response

- Large Scale Incident; Regional Response

2 Hours	=	2 Ambulances (North Mississippi)
4 Hours	=	7 Ambulances (Missouri, Nashville)
5 Hours	=	6 Ambulances (Birmingham, AL)
7 Hours	=	17 Ambulances (Atlanta, GA, Kentucky)
8 Hours	=	4 Ambulances (Gadsden, AL)
9 Hours	=	15 Ambulances (Knoxville, TN)
14 Hours	=	15 Ambulances (Central FL)
14 Hours = 66 Ambulances		



Back-Up Resources

- Preparedness is key in ensuring the best service when the citizens of Collierville need it most.
 - Currently run up to 20 units in our GT operation which will be made available to Collierville as needed.
 - Additionally, administrative staff is cross-trained to provide immediate back-up to the operation if assigned personnel need to fill additional roles with sudden influx of calls.



Back-Up Resources

- On average, there are only 2-3 calls a month which require resources outside the two dedicated ambulances in Collierville.
- Rural/Metro uses historical data in deployment planning to determine regular peak demand within the areas we serve; however, a sudden influx of calls and large-scale incidents are impossible to predict. Our GT resources provide valuable surge protection.



Back-Up Resources

1. If you are not awarded the Shelby County contract, but are awarded Collierville's contract, what is your assurance that you will be able to maintain the level of service that is required in the RFP?

- Rural/Metro views the service in Collierville as an individual agreement. Rural/Metro will commit to making five ambulances and more available within the time parameters. This will be accomplished using resources within our general transport operation. No County 911 units would be used to comply with this contract, our general transport presence being key to this arrangement.



Back-Up Resources

9. We are set-up to house units at Firehouse #3 and Firehouse #5. Will this arrangement be suitable for your operation? 2. The Town's preference will be to have 2 ambulances assigned to the Town at all times. If both assigned ambulances are on a call, and a 3rd, 4th, or 5th ambulance is needed, how will you ensure service to the patient within the response time standard?

- The two designated Collierville 911 units will be posted at Firehouse #3 and #5, respectively, which we have researched to be the most appropriate locations to provide services.
- If one designated Collierville 911 unit is on a call, our on duty ALS EMS Supervisor or city ALS unit will be placed on standby in the event the 2nd designated unit is put on a call.
- In the event both Collierville units receive calls simultaneously, the ALS EMS Supervisor will immediately respond with a stocked reserve ambulance and EMT from our Collierville operation on Crescent Drive to post in a central location ready to respond.



Back-Up Resources

- In addition to the EMS Supervisor serving as a back-up, Rural/Metro currently posts our Critical Care Unit at our Collierville office staffed with an EMT, Paramedic, and Nurse.
- If both designated Collierville ambulances are unavailable and a back-up unit is placed on a call, we will continue to designate an interfacility unit on standby and move to Collierville to provide resources, ALS available units until all our resources are exhausted.



Back-Up Resources

- Currently, our interfacility posting plan includes an ALS unit at Poplar and Poplar Pike which will remain in effect providing access to an ALS unit within minutes in the event additional resources are needed.
- During day-time hours, we have at least 4 paramedics in administrative positions with ambulances available to provide response from within Collierville.
- All administrative staff is cross-trained in a support function of operations to step in when needed.



Back-Up Resources

- Mass Casualty Situation
 - In the event of a mass casualty situation which provides an immediate strain on the system, we will utilize a call-back system to call-in available personnel to staff back-up ambulances stationed at our Collierville headquarters.



911 Response

11. The fire department has five (5) ALS engine companies and provides primary care; the fire department does not look at itself as a "first responder" agency underneath the transport service. Is this an issue?

- Rural/Metro has partnered with Collierville Fire Department to provide 911 services for 15 years. This partnership extends to the field with each response to a citizens need for help. Rural/Metro commits to continuing to work with Collierville's Fire Department professionals to provide patient care on scene and work together to provide the best patient care possible.



Partnership

- As a partner with the Town of Collierville for nearly two decades, it's more than just providing a service, it's becoming part of the community.

– Training



- Collierville Fire Department personnel and Rural/Metro EMS crews participate in drills and Triage Tuesday events to assist in communication during actual calls.
- Open Quality Improvement allows feedback to all personnel involved in calls.



Partnership

– Training (cont.)

- CECBEMS Accreditation allows Collierville Fire Department personnel to attend any classes taught in Collierville free of charge. More than 800 hours offered in 2012.
- Completed 1st in-house Hybrid Paramedic Course with 10 employees; 80% of those are now licensed as paramedics.
- Structured orientation program covering policies, procedures, defensive driving, along with 3rd party training and evaluations prior to being released to the field.



Partnership

- Community Involvement
 - 911 Education
 - Safety Seat Inspections
 - Free CPR classes
 - Free CPR in Schools Program- more than 32,000 Shelby County high school freshmen trained, including students at Collierville High School.
 - Will launch an age-appropriate CPR awareness program with Collierville area middle schools with 7th and 8th graders.
- Cooperative Purchasing
 - Ability to extend national contract pricing for supplies and equipment



Ready to Respond

3. Will you be ready to begin service July 1, 2013 at 2400 hrs (midnight)? Describe your readiness capabilities.

- Upon execution of the contract, we fully anticipate all aspects of the contract to be in place by July 1.
- July 1, 2013 at 24:00: Ready to Respond
 - Currently licensed in Shelby County
 - Qualified employees in place
 - Equipment in service, including LIFEPAK 15s transmitting EKGs to hospital from the scene.



Ready to Respond

- We have dedicated employees committed to Rural/Metro and pride ourselves on being employee-oriented.
 - We fully anticipate no concerns with staffing within Collierville and will work with Collierville Fire Department to review employees and involve a representative from Collierville Fire Department in our hiring and assigning process before an employee is put to work in Collierville.



Equipment

4. How long will it take to acquire new ambulances and new supervisor vehicle and new equipment?

- Upon execution of the contract, Rural/Metro will put in service two (2) new ambulances as part of the contract. Expected timeframe July 1, 2013.
 - Unit 29, a 2011 Taylor Made ambulance was placed in service and is currently stationed in Collierville as Unit 45 and will remain in service as a back-up; with only 33,578 miles.
- A supervisor truck will also be ordered and placed in service by contract start.



Ready to Respond

6. Is your company willing and able to provide all necessary requirements to allow MDT and AVL equipment to interface with Trittech's Visionair CAD system, including the purchase of any necessary items? 7. Is your company willing to provide VPN access to the Police Department and Town IT personnel for the purpose of monitoring and troubleshooting hardware and software issued between on-board communications equipment and the Visionair CAD system? 8. Is your company flexible with regards to CPD's scheduling needs on the installation of the Visionair CAD system that is projected for late summer or early fall 2013.

- Vehicles fully stocked with all equipment, including computers, radios, and AVL equipment.
 - This will be replaced with the Trittech Software when available for installation. We will work with the Town of Collierville and the Collierville Fire Department to allow the necessary access and installation. When available, Rural/Metro will purchase any necessary software or licenses for operation.



Medical Direction

Please address the issue concerning medical protocols and medical director. We currently contract Dr. Joe Holley. Who are you planning to use as a medical director?

- Medical Director: Dr. Joe Holley
 - Rural/Metro will continue to operate under the same set of protocols as Collierville Fire Department.
- Quality Improvement and Clinical Excellence
 - Open Quality Improvement meetings with feedback to Rural/Metro crews and Fire Department personnel.



Clinical Excellence

- National Clinical Excellence
 - Current focus: 100% review on cardiac arrests, STEMI, and strokes.
 - National database which compares outcomes nationwide while establishing best practices in the field with the most positive outcomes reviewed.



Compliance and Billing

- Billing Quality Improvement: Review of all run tickets for complete documentation and researching insurance information to prevent unnecessary billing to patients and our citizens.
- Corporate Compliance: Annual training for all employees on documentation, Medicare guidelines to ensure compliance with local and federal guidelines.



Summary

- Collierville Based
- Proven Performance
- Committed to Partnership
- Ready to Respond
- Community Involved
- Committed to Clinical Excellence and Patient Care



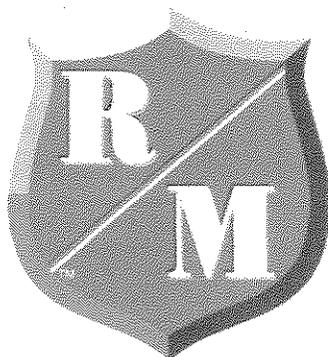
COST PROPOSAL

Proposal to Provide Emergency Ambulance Services

For the Town of Collierville, TN



3/14/2013



Rural/Metro[®]
Ambulance

Original

ATTACHMENT 9.2: Cost Proposal Format

NOTICE TO PROPOSER:

This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall record only the cost proposed as required. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the Town shall determine the proposal to be nonresponsive and reject it.

The Proposer must sign and date the Cost Proposal.

Rural/Metro MidSouth

Proposer Name
00003239

Vendor ID (See Page 4 of this RFP for Information on Obtaining a Vendor ID.)

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the contract Scope of Services of this RFP.

ITEM	UNIT OF MEASURE	DESCRIPTION	AMOUNT	
			DOLLARS	CENTS
1	Year	ALS Ambulance Services for the Town of Collierville.....	\$620,000	00

Proposer shall provide on a separate page an itemized list of the costs and fees that will be billed to the Patient being served by the ambulance service.

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town of Collierville.

 3/11/13
Proposer Signature and Date

RURAL/METRO AMBULANCE

PROPOSAL TO PROVIDE EMERGENCY AMBULANCE SERVICES FOR COLLIERVILLE, TENNESSEE



Provided below are the rates for all service options:

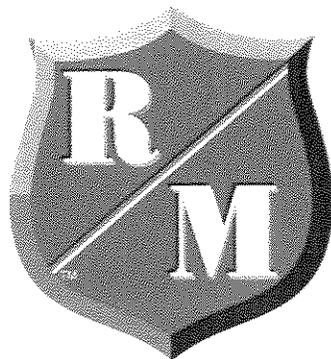
BLS NE	\$285.88
BLS E	\$575.00
ALS NE	\$501.23
ALS E	\$823.78
ALS 2	\$823.78
Mileage	\$15.36
O2	\$41.23
EKG	\$60.59
Meds	\$30.94
Linen	\$25.86
Capnography	\$42.50
Pulse Ox	\$42.50
Blood Glucose	\$51.40
Atomizers	\$21.00
IO	\$125.00

Proposal to Provide Emergency Ambulance Services

For the Town of Collierville, TN



3/14/2013



Rural/Metro[®]
Ambulance



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I. Proposal Transmittal Letter

5.2.1 The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal, which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence-showing authority to bind the company.

5.2.1.2 The letter shall state that the proposal remains valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town.

5.2.1.3 The letter shall provide the name, mailing address, and telephone number of the person the Town should contact regarding the proposal.

5.2.1.4 The letter shall state whether the Proposer intends to use subcontractors; if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (Note: The Contractor must obtain written approval from the Town prior to the use of any subcontractors.)

The signed proposal transmittal letter is provided on the following page.



March 14, 2013

Ms. Lori Bryan
Purchasing Agent
Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017

Re: RFP2013-001 Request for Proposals for Emergency Ambulance Services

Dear Ms. Bryant:

Rural/Metro Ambulance has been proud to partner with the Town of Collierville in 911 services for nearly 15 years. We are pleased to present Rural Metro MidSouth's proposal in response to Collierville's Request for Proposals for Emergency Ambulance Services (RFP2013-001). Our proposal meets every RFP requirement and provides all required documentation to be considered responsive.

As Chief Executive Officer, I am empowered to bind Rural Metro MidSouth to the provisions of the RFP and any contract awarded pursuant to it. (5.2.1.1)

This proposal remains valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between Rural Metro MidSouth and the Town. (5.2.1.2)

Division General Manager Glenn Miller serves as your contact regarding this proposal (5.2.1.3):

Glenn Miller
100 Crescent Drive
Collierville, TN 38017
Cell: (901) 230-4753
Email: Glenn.Miller@rmetro.com

Rural/Metro does not intend to utilize subcontractors to perform the RFP's scope of services. (5.2.1.4)

We thank you for your consideration and look forward to continuing to work together to provide the care, compassion, and service the citizens and visitors to Collierville have come to expect.

Best Regards,

A handwritten signature in black ink, appearing to read "M. DiMino", with a stylized flourish at the end.

Michael P. DiMino
President and Chief Executive Officer



II. Mandatory Proposer Qualifications

5.2.2 Mandatory Proposer Qualifications – Technical Proposals shall provide responses and documentation, as required that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal that does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information:

5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the contract in Section Eight (8) of this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the Town, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)

Rural/Metro will comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the contract in Section Eight (8) of the RFP.

5.2.2.2 written certification and assurance of the Proposer’s compliance with:

- *the laws of the State of Tennessee;*
- *Title VI of the federal Civil Rights Act of 1964;*
- *the Equal Employment Opportunity Act and the regulations issued there under by the federal government;*
- *the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;*
- *the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,*
- *the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.*

(Use Attachment 9.1, Certification of Compliance)

The signed Certification of Compliance is provided on the following page.



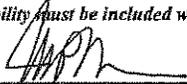
ATTACHMENT 9.1: Certification of Compliance

Rural/Metro MidSouth- Michael DiMino

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
7. Independent contractors must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act" (effective date of 01/01/12). *If applicable, proof and documentation of employment eligibility must be included with the proposal.*

 3/11/13
Proposer Signature and Date

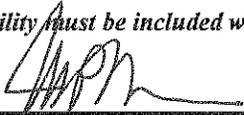
ATTACHMENT 9.1: Certification of Compliance

Rural/Metro MidSouth- Michael DiMino

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
7. Independent contractors must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act" (effective date of 01/01/12). *If applicable, proof and documentation of employment eligibility must be included with the proposal.*

 3/11/13

Proposer Signature and Date



5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:

5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the proposer's relationship with the financial institution is in positive standing.

5.2.2.3.2 a copy of a valid certificate of insurance indicating liability insurance in the amount of at least one million dollars (\$1,000,000).

See the following pages for all the above documentation.



 **BANK OF ARIZONA**

Executive Offices
16767 N. Perimeter Dr., Ste. 200
Scottsdale, Arizona 86260

www.bankofarizona.com

March 8, 2013

Rural/Metro Corporation
9221 E. Via De Ventura
Scottsdale, AZ 85258

To Whom It May Concern:

This letter is to confirm that Rural/Metro is an account holder with Bank of Arizona. The account is in good standing and has been opened since March 19, 2010. Should you need more information, please call me at (602) 808-5342.

Sincerely,

Stephanie Campos
CCSP
Bank of Arizona
16767 North Perimeter Drive, Suite 200
Scottsdale, AZ 85260



Executive Offices
16767 N. Perimeter Dr., Ste. 200
Scottsdale, Arizona 85260

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This letter is to confirm that Rural/Metro is an account holder with Bank of Arizona. The account is in good standing and has been opened since March 19, 2010. Should you need more information, please call me at (602) 808-5342.

Sincerely,

A handwritten signature in black ink that reads 'Stephanie Campos'.

Stephanie Campos
CCSP
Bank of Arizona
16767 North Perimeter Drive, Suite 200
Scottsdale, AZ 85260



Upon an executed contract with the Town of Collierville, the below insurance certificate will be issued to the Town of Collierville as outlined in the RFP. This is documentation of our coverage in place currently.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/03/2012		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
<p>PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA</p>			<p>CONTACT NAME PHONE (AC, Ho, Ext): (856) 283-7122 FAX (AC, No.): (847) 953-5390 E-MAIL ADDRESS:</p>		<p>INSURER(S) AFFORDING COVERAGE</p>	
<p>INSURED Rural/Metro Corp. and all Subsidiaries, Affiliates, and other Business Assoc. owned, operated or controlled by Rural/Metro 9221 E. Via De Ventura Scottsdale AZ 85258 USA</p>			<p>INSURER A: ACE American Insurance Company 22667 INSURER B: Lexington Insurance Company 19437 INSURER C: INSURER D: INSURER E: INSURER F:</p>		<p>NAIC #</p>	
COVERAGES		CERTIFICATE NUMBER: 570046101151		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested</p>						
TYPE	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBER (BSR, VWR)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE <input type="checkbox"/> OCCUR X Professional Liability GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6797001 SIR applies per policy terms & conditions	05/01/2012	05/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 SIR \$1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISA H08696561	05/01/2012	05/01/2013	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	X UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION		6797002	05/01/2012	05/01/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY / PARTNER / EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) TYPE DESCRIBED UNDER DESCRIPTION OF OPERATIONS below	Y/N N/A	WLRC46782422	05/01/2012	05/01/2013	X <input type="checkbox"/> INC. STAT. <input type="checkbox"/> OTH. ST. POLY LIMITS EL EACH ACCIDENT \$2,000,000 EL DISEASE/EA EMPLOYEE \$2,000,000 EL DISEASE-POLICY LIMIT \$2,000,000
B	Excess Auto Lia		021391532 SIR applies per policy terms & conditions	05/01/2012	05/01/2013	Each Occurrence \$8,000,000
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Insurance. If required by written contract, certificate holder will be included as additional insured but limited to the operations of the insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile policies.</p>						
CERTIFICATE HOLDER			CANCELLATION			
<p>Rural-Metro Corporation 9221 E. Via De Ventura Scottsdale AZ 85258 USA</p>			<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i></p>			

Holder Identifier :

Certificate No. : 570046101151



5.2.2.4 written verification that the Proposer will provide a performance bond in accordance with the requirements of the RFP.

Upon being notified of contract award, Rural/Metro will request and return to the Town of Collierville a performance bond as outlined in the RFP.

III. General Proposer Qualifications and Experience

5.2.3 General Proposer Qualifications and Experience -- Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:

Rural/Metro Credentials

5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.

Rural Metro MidSouth currently provides emergency 911 ambulance services to Collierville and other communities in the Greater MidSouth. Our staff stands ready to seamlessly continue providing the services required in the RFP. Rural/Metro Corporation, our parent company, is the nation's second largest provider of emergency and non-emergency medical transportation in the United States. We have 65 years of experience delivering medical transportation services. Please see the following section for additional information on Rural/Metro's credentials.

Background and Organizational History

5.2.3.2 a brief description of the Proposer's background and organizational history.

Have a minimum of five (5) years' experience providing the requested Services described in the RFP.

Rural Metro MidSouth History

Rural Metro MidSouth has a firm foundation of service excellence extending nearly two decades in the Greater MidSouth. With more than 250 employees, our team of locally grown professionals is an asset to the Shelby County community and a proud member of Rural/Metro's family of operations. Starting in 1996, Rural Metro MidSouth has built its strong reputation one patient at a time by focusing on quality prehospital care, customer service and clinical excellence. Focusing on these core values, Rural/Metro has grown into the largest private ambulance service in the MidSouth.

In 1998, Rural Metro MidSouth was selected as the provider of 911 services in Shelby County, including the Town of Collierville. In the last 14 years, our service has evolved and adapted to the growing community and the County's changing needs. Working side by side with local leaders and the fire



agencies, we have seamlessly transitioned into the high-quality, performance-based EMS program provided today. Since being selected the 911 provider for Shelby County and surrounding municipalities, Rural/Metro Ambulance has worked side by side with Shelby County Government transitioning from a demand-based system with emergency dispatching done in-house, to an asset-based service of 6 ambulances to now the most recent system which implements a minimum number of units to be placed in service, but adjusted as needed by Rural/Metro to ensure compliance with stringent response time criteria.

National Experience

Nationally, Rural/Metro has been tailoring and providing 911 services for more than 65 years; growing and partnering with communities to meet their unique medical transportation needs. Rural/Metro Corporation is a recognized leader in 911 emergency ambulance services and the trusted provider to some of the largest



metropolitan and suburban communities in the nation, including Santa Clara County, San Diego, Denver, Atlanta, Seattle and Phoenix. Across the country, we operate in 21 states and nearly 700 communities.

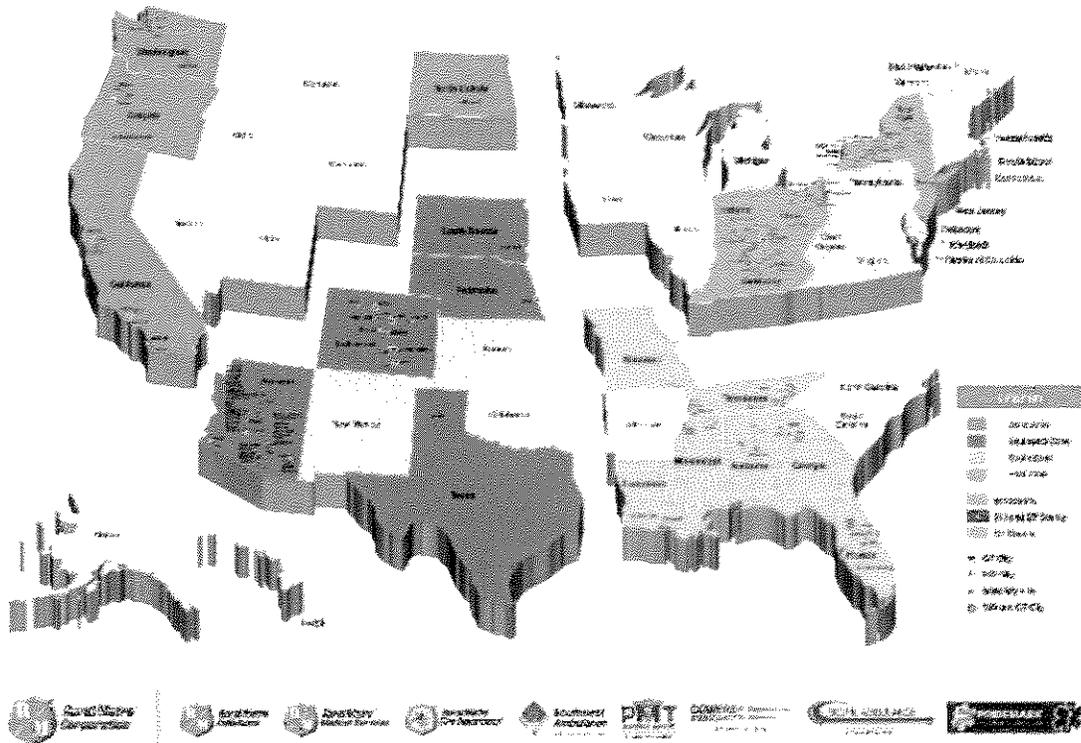
The economies of scale that come from being one of the nation’s largest ambulance services make us the unparalleled economic choice for our customers. Rural/Metro’s certified paramedics and emergency medical technicians arrive on the scene with the skills and expertise to rapidly administer care, coordinate with on-scene first responders, communicate with emergency department physicians and transport patients to the most appropriate facilities.

Our investment in leading-edge technology systems, innovative business models, standardized business platforms and industry best practices make Rural/Metro the smart and logical choice for cities and counties throughout the nation. Rigorous, high-performance service standards set the bar for continuing advancement, while at the same time solidifying the quality and value of our services. More than a dozen of our largest operating divisions are independently accredited by the Commission on Accreditation of Ambulance Services, universally recognized as the gold standard for EMS services.



The map below illustrates Rural/Metro’s service footprint throughout the United States.

RURAL/METRO OPERATING ZONES



Years in Business

5.2.3.3 years in business.

Rural/Metro Corporation has been in business for 65 years, and the Rural Metro MidSouth subsidiary has been in business for 14 years.

Years of Relevant Experience

5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP.

Rural Metro Midsouth has provided service similar to those required by the RFP for 14 years. Our Parent company, Rural/Metro Corporation, has provided medical transportation services for 65 years.



Location of Offices

5.2.3.5 location of offices.

Rural/Metro currently maintains offices in Collierville at the following address:

100 Crescent Drive
Collierville, TN 38017

Number of Employees, Longevity and Client Base

5.2.3.6 a description of the Proposer organization's number of employees, longevity, and client base.

Rural/Metro Mid South has 250 experienced paramedics, EMTs and support staff providing 911 emergency ambulance services in the cities of Collierville, Arlington, Germantown, Lakeland and Millington, and the unincorporated areas of Shelby County. Our experienced staff also provides non-emergency inter-facility medical transportation services to Baptist Healthcare facilities, Methodist Healthcare facilities, as well as numerous nursing homes, doctor's offices, and other healthcare facilities. In addition, we also provide special event ambulance services to a variety of local sporting venues and special events, including the University of Memphis, the Liberty Bowl and local boxing matches, just to name a few. These non-emergency ambulance services provide valuable backup ambulance and staffing capabilities, ensuring Rural/Metro's ability to quickly reallocate resources and respond to unusual surges in call volume or major disasters.

Between operations manager and field staff, Rural/Metro brings more than 1,400 years of combined experience in the field to the citizens we treat. We have many employees with 12-15 years seniority within Rural/Metro MidSouth, being some of the original to start with the 911 system in 1998. Rural/Metro Ambulance welcomes new hires, always looking for eager and qualified paramedics and EMTs ready to uphold our commitment to care.

Mergers, Acquisitions or Sales

5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last five (5) years (if so, an explanation providing relevant details).

In 2008, Rural/Metro acquired the in-house ambulance service of Baptist Memorial Healthcare-Tipton which included all equipment and resources in place. As a result of the change, Tipton County Government issued an RFP for 911 services in this area and upon successful bidding, Rural/Metro was awarded this contract and began service in January of 2009.



There have been no mergers or sales.

Form of Business

5.2.3.8 form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, et cetera).

Rural/Metro MidSouth, LP is a wholly owned subsidiary of Rural/Metro Corporation, a private corporation.

Pending Litigation

5.2.3.9 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.

Please see the following page.



Cameron J. Williams
T: (480) 606-3342
F: (480) 606-3422
Cameron.Williams@rmetro.com

March 11, 2013

Ms. Lori Bryant, Buyer
Purchasing Department
Town of Collierville, Tennessee
500 Poplar View Parkway
Collierville, TN 38017

Re: Pending Litigation
Rural/Metro Mid-South, L.P.

Dear Ms. Bryant:

I am legal counsel to Rural/Metro Mid-South, L.P., a Delaware limited partnership ("Rural/Metro"), and its affiliated entities.

Reference is made to that certain Request for Proposals 2013-001 issued by the Town of Collierville, Tennessee for an exclusive E-911 emergency services contract (the "RFP"). Section 5.2.3.9 of the RFP requests an opinion of counsel regarding the potential effect of litigation on Rural/Metro's ability to perform under a contract with the Town.

Rural/Metro Mid-South, L.P. is a subsidiary of Rural/Metro Corporation, a Delaware corporation. As a national group of companies, Rural/Metro and its affiliates are occasionally the subject of various litigation. At the present time, Rural/Metro Mid-South, L.P. is involved in only one litigation matter: Barksdale v. Kelvin Jamison, Jr. and Rural/Metro Corporation, Case No. CT004714-11, Circuit Court of Shelby County, Tennessee, relating to an October 2011 automobile accident. Additionally, there is other litigation pending against Rural/Metro's affiliates in unrelated operations throughout the country. However, it is the opinion of counsel that such litigation would have no impact on the ability of Rural/Metro to perform its obligations under any contract with the Town of Collierville, Tennessee.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Cameron J. Williams, Esq.
Corporate Counsel



Cameron J. Williams
T: (480) 606-3342
F: (480) 606-3422
Cameron.Williams@rmetro.com

March 12, 2013

Ms. Lori Bryant, Buyer
Purchasing Department
Town of Collierville, Tennessee
500 Poplar View Parkway
Collierville, TN 38017

Re: Pending Litigation
Rural/Metro Mid-South, L.P.

Dear Ms. Bryant:

I am legal counsel to Rural/Metro Mid-South, L.P., a Delaware limited partnership ("Rural/Metro"), and its affiliated entities.

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If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Cameron J. Williams, Esq.
Corporate Counsel

9221 E. Via De Ventura Scottsdale, Arizona 85258
Phone (480) 994-3886 • Fax (480) 606-3328



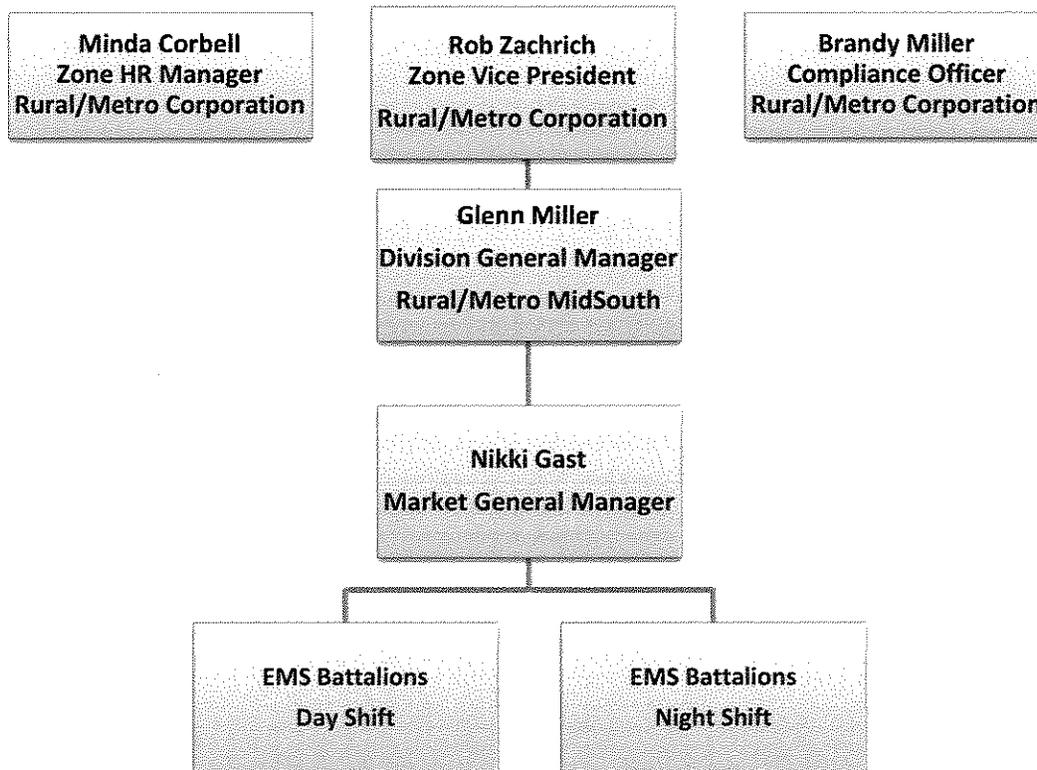
Bankruptcy or Insolvency Proceedings

5.2.3.10 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

Neither Rural Metro MidSouth nor Rural/Metro Corporation has experienced bankruptcy or insolvency proceedings.

Organizational Chart of Key Personnel

5.2.3.11 an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP. It should illustrate the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.





Key Personnel Roster and Resumes

5.2.3.12 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract -- the roster should include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history.

As a national organization, Rural/Metro MidSouth is part of Rural/Metro Corporation's South Zone, with oversight provided by Zone VP Rob Zachrich and Zone HR Manager Minda Corbeil. Corporate compliance guidelines and mandatory field training are developed and enforced by the Corporations Compliance Officer, Brandy Miller.

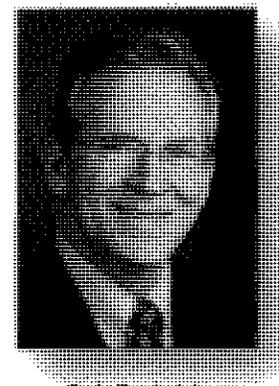
Locally, contractual compliance and local operational responsibilities are handled by Division General Manager Glenn Miller and Market General Manager Nikki Gast. These local staff members will provide Town administration as well as Fire Department administration immediate access if there are any questions, needs or concerns.

Local oversight and operational responsibilities will fall directly on the EMS Battalions assigned to the operation. They will be available 24-hours a day to manage staffing, replenish supplies, address immediate needs, respond to calls, and any additional needs which develop. We are including a resume for Jennifer Todd as an example of requirements/training/licensure which we require in this position.

Rob Zachrich

South Zone Vice President

Rob Zachrich rejoined Rural/Metro in September 2011 as South Zone Vice President, leading all South Zone business endeavors. Prior to rejoining Rural/Metro, Zachrich served as Vice President for Human Resources and Risk Management at Associated Wholesale Grocers, the nation's second-largest grocery wholesale cooperative with more than 4,000 employees in nine divisions and eight states. Prior to that position, Zachrich was Area Director for Gentiva Health Services operations in South Carolina. Gentiva is the nation's leading provider of home health services. He also worked at VistaCare Inc., a national provider of hospice services, as Executive Director managing the company's operations in Indianapolis, Indiana. Zachrich spent 11 years working in Rural/Metro's New York and Eastern region operations from 1995-2006, including positions as Regional Human Resources Manager for New York and Florida, and Division General Manager for the Western New York operations in Buffalo.



Rob Zachrich



Brandy Miller
Compliance Officer



Brandy Miller

Brandy Miller serves as Rural/Metro’s Compliance Officer, directly reporting to Rural/Metro’s CEO and Board of Directors. Ms. Miller has 21-years of experience in healthcare reimbursement and compliance. Her expertise is with Medicare, Medicaid, and other third party insurance payers. She is responsible for the development, implementation, of Rural/Metro’s Corporate Compliance Program and to ensure the program is enhanced as the regulatory environment changes. Ms. Miller currently manages compliance personnel located in Rural/Metro’s corporate office as well as field Compliance Specialists who are responsible to provide compliance support to Rural/Metro’s field personnel. In addition to her position with Rural/Metro, Ms. Miller has served on the Advisory Council of the National

Academy of Ambulance Coding since 2008.

Minda Corbeil
Zone Human Resource Manager

Minda is responsible for the overall Human Resources aspects of the South Zone. Her team of HR Manager’s handles the day to day aspects in each division.

Prior to serving as Zone HR Manager for Rural/Metro, Minda was Director of HR for Kindred Healthcare a Fortune 500 long term health care company based out of Louisville, KY. Minda was instrumental in reducing turnover in her district and was a key member of the Certified Nursing Assistant Counsel where strong clinical outcomes were the driven. She is a Member of the national SHRM and the local chapter of SHRM.

Minda attended College of Charleston in Charleston, SC. She obtained her PHR in 2000.

Glenn Miller
Division General Manager

Glenn Miller serves as Division General Manager for Rural/Metro Ambulance. In this capacity, Glenn is responsible for direct division-wide operations, managing finances for a service area exceeding one million people. This is the largest EMS provider in this area next to the City of Memphis Fire Department. This includes oversight of local management and support staff, troubleshooting, and implementing system improvements to enhance quality, productivity, and profitability. Glenn ensures corporate initiative, such as clinical excellence and safety oversight, are being implemented in the field.



Glenn Miller



Miller’s background in EMS extends to working as Director of Fayette County Ambulance Service, working as a Firefighter/Paramedic for the Town of Collierville and the City of Bartlett and working as a paramedic/RN/flight nurse for LeBonheur Children’s Hospital. In addition to his work in the field, Glenn also served as Administrator of Safety and Health for Guardsmark, Inc. where he developed the first national CPR training center with the American Heart Association before transferring to Rural/Metro Ambulance. His previous experience in the field and focus on wellness programs and continued education combined with his financial experience with oversight of area ambulance services has been key to the success of Rural Metro MidSouth. Miller was also responsible for the success of the initial bid and implementation of Rural/Metro into the current Shelby County 911 operation in 1998.

In addition to his commitment to Rural Metro MidSouth, Glenn has served on several local boards including the Shelby County Schools Education Foundation, member of the Mayor’s Shelby County 911 Blue Panel, as well as a member of the Memphis/Shelby County EMS Council and West Tennessee EMS Director’s Board.

As a healthcare professional since 1981, Glenn is a NREMT-P, RN and earned an Associate’s Degree in Nursing and Emergency Medicine from Shelby State Community College.

Nikki Gast

Market General Manager

As the Market General Manager for Rural Metro MidSouth, Nikki oversees day to day operations within Shelby County and North Mississippi. Daily activities include maximizing call volume and patient care, recruiting and retaining staff, payroll, oversight of customer and vendor satisfaction, ensuring compliance with state regulations while meeting budgeted financial goals. In addition, her responsibilities extend to working as one of the direct contacts for the current Shelby County 911 contract working closely with liaisons from Shelby County Fire Department and participating municipalities with contract compliance, including response times, personnel issues, and assisting in creating a seamless work environment for field crews and local management.



Nikki Gast

Gast was brought into Rural/Metro as a Public Relations Liaison working to assist in development of community relationships and involvement with local organizations working within the community. This includes community CPR and infant safety classes, car seat inspection events, and community and school 911 educational events.

Licensed as a car seat technician through Safe Kids Worldwide, Gast is a member of the local affiliate of the Safe Kids Coalition. She also served three terms as a member on the City of Germantown’s Public Safety Education Commission and presenter at “Safety City”. Gast also works closely with different



organization volunteering at local safety seat inspection events with Safe Kids, State Farm, City of Germantown, Baptist Memorial Hospital- Women, and the Shelby County Sheriff's Department.

Gast earned her Bachelor of Science in Mass Communications from Middle Tennessee State University and is licensed as a safety seat technician and CPR instructor.

EMS Battalion Managers

EMS Battalion Managers are key positions within the Shelby County 911 contract. These managers provide direct supervision and monitoring of any and all aspects of the Shelby County 911 operation. Each EMS Battalion works a 24-hour shift comparable to the A-B-C shift currently worked by the participating entities within the Shelby County 911 contract.

The EMS Battalion is responsible for staffing, compliance with state regulations, monitoring call volume, responding to calls in the field, and working to ensure contract compliance. These supervisors work closely with representatives from all agencies within the current 911 contract and the Market General Manager to review calls, monitor calls, respond to large-scale incidents working as the EMS coordinator, and assist in resolving and recognizing opportunities for improvement. They also communicate directly with the Shelby County Fire Department Fire Alarm Office when large scale incidents or call volume requires additional resources from our Memphis operation. The EMS Battalion is also heavily involved in quality improvement, training of new employees as well as implementing new training in the field.

Resumes for key employees are provided in the following pages.



ROBERT N. ZACHRICH

2080 Linkside Dr., Alpharetta, GA 30005
678-780-1927
rob.zachrich@rmetro.com

SUMMARY OF QUALIFICATIONS

Accomplished General Manager / Executive Director with over twenty-five years of progressive leadership experience and expertise in diverse areas including:

- Organizational Leadership
- Profit Maximization
- Human Resources
- Operations Management
- Budgeting / Finance
- Sales and Marketing
- External / Public Affairs
- Labor/Employee Relations
- Strategic Planning

Innovative, results-oriented leader possessing a strong business acumen and exceptional communication, negotiation, decision-making, and applied problem solving skills to lead an organization to stronger market positions and financial maximization.

EDUCATION

UNIVERSITY OF OKLAHOMA, Norman, Oklahoma
Master of Arts, Labor Relations and Economics

NORTHERN MICHIGAN UNIVERSITY, Marquette, Michigan
Bachelor of Science, Criminal Justice/Business Administration

EMPLOYMENT

South Zone Vice President of Operations, RURAL METRO MEDICAL SERVICES, 2011 - Present
Direct five EMS Operations in the southeast United States for Rural/Metro, second largest provider of emergency medical services with \$200 million in annual revenue. Also direct 13 Specialty Fire Operations located throughout the U.S. Over 2000 employees with direct reports of Division Managers, Zone Finance and Human Resources. Responsible for appropriate patient care to our patients as well as meeting the needs of our communities. Establish budgets, targets, strategic plans, total operational control of all operations reporting to the zone. Organic growth of operations by 5% by providing excellent patient care. Target acquisition growth with 10 states in southeast

Vice President, Human Resources and Risk Management, ASSOCIATED WHOLESALE GROCERS, 2009 - 2011
Lead the Human Resource and Risk Management functions for the Corporation. Responsible for Human Capital Management of over 4000 employees located in nine divisions in eight states for the nation's second largest grocery wholesale cooperative. Lead and direct all risk responsibilities including insurance, workers compensation, environmental health and safety. Member of Risk and Insurance Management Society (RIMS) National External Affairs Committee to advocate to federal officials on behalf of risk initiatives.

Area Director, GENTIVA HEALTH SERVICES, April 2008 – November 2009
Responsible for operations in South Carolina for Gentiva Health Services, the nation's leading provider of home health services. Directed multiple divisions and their teams to ensure the provision of quality clinical



services, P & L and budgeting, regulatory compliance, sales and marketing and public affairs. Worked as a part of the Area Team to meet the needs of the divisions and the Area. Focused on patient care improvements, quality clinical hiring throughout Area. Made key leadership changes in large division to insure clinical quality and profitability. Developed key Part B relationships to increase partnerships and patient referrals. Government Affairs – member of SCHCA Government Affairs Committee, NAHC “March on Washington”, established relationships with state and federal officials

Executive Director, VISTACARE, Inc., May 2006 – April 2008

Directed operation in Indianapolis, Indiana for VistaCare, Inc, a national provider of hospice services. Overall responsibility for finance, leadership, human resources, regulatory compliance, CQI, contract negotiations, P&L and budgeting, sales and marketing and public affairs. Increased revenue by 100% in first year through increased patient census, driving quality of care. Reduced payroll costs through elimination of non-essential positions by \$350,000 annually. Reduced voluntary turnover by 80%, improving work environment and establishing leadership expectations. Doubled the patient census in the first year. Increased patient census in 18 months from 40 to 125. Received the VistaCare “Turnaround Award” in 2008

Operations General Manager - Western New York, RURAL METRO MEDICAL SERVICES, 2003 - 2006

Directed operations in Western New York for Rural/Metro Medical Services, a provider of emergency medical services with \$40 million in annual revenue. Lead organization comprised of 550 employees with direct reports in Operations, Public Affairs, Employee and Quality Relations, Human Resources, Billing and Finance. Create and track operating and labor budgets. Consistently exceeded budget by providing superior patient care to our patients and meeting the needs of our communities. Positioned the growth of the operation for up to \$4M in additional revenues in each fiscal year. Extensive Public Affairs and Government Relations – significant working relationships with local, County, State and Federal Government and elected officials

Regional Human Resources Manager - New York State, Florida, RURAL METRO MEDICAL SERVICES, 1995 - 2003

Directed the HR responsibilities of five ambulance operations throughout New York State and Florida (1,500 employees). Directly oversaw the daily Human Resources and Labor Relations in Buffalo, Rochester, and Corning. Reduced turnover from 36% to 16% in two years, resulting in savings of over \$400,000 annually in Buffalo operation. Developed the Strategic Planning process utilized by each operation in the region

Regional Human Resources Director, FLEMING COMPANIES, INC. (SCRIVNER, INC.), Buffalo, New York, 1985 - 1995



Glenn Miller
Division General Manager

PROFESSIONAL EXPERIENCE

RURAL/METRO CORPORATION, Collierville, TN, 6/98-Present

General Manager

- Direct division-wide operations, managing finances and maximizing profits for this multi-million dollar company providing fire, security and emergency medical services to a population exceeding one million people.
- Manage all aspects of activities for over 350 personnel including Market General Managers, Communications Center staff members, and the field and support staff for the West Tennessee, Memphis, Missouri, North Mississippi and Middle Tennessee EMS operations.
- Analyze division performance, troubleshoot operational inefficiencies, and implement system improvements that enhance quality, productivity, and profitability of the division.
- Continue to focus on improving division profits through cost control, planning and administration of a \$21 million budget.
- Focus on corporate initiatives and transitioning to the field, including clinical excellence, training, and customer satisfaction.
- Implementation and oversight of current Rural/Metro Shelby County 911 operation.

GUARDSMARK, INC., Memphis, TN, 11/96-6/98

Administrator of Safety and Health

- Managed health and safety programs for 13,000 employees, which included travel to client locations for evaluation and start-up of ambulance services and fire departments.
- Developed the first national CPR training center with the American Heart Association.
- Acted as liaison with physicians and Guardsmark employees.
- Handled the development, implementation and oversight of wellness programs, which include blood-borne pathogens, TB, and wellness education through bi-weekly publications.

BAPTIST HOSPITAL, LEBONHEUR, TRINITY, Memphis, TN, 5/94-11/96

Registered Nurse, PRN

- Rendered care to acutely ill or injured patients in the Emergency Room and Intensive Care Unit.
- Served as a specialty nurse with LeBonheur IV team and as a pediatric flight nurse on Hospital Wing.
- Staffed Baptist ICU and Emergency Department and LeBonheur Emergency Departments consistently.

BARTLETT FIRE DEPARTMENT, Bartlett, TN, 3/87-11/96

Lt. Paramedic/Firefighter

- Responsible for all emergency activities during the 24-hour shifts in the city occurring within my district, including fire and medical calls involving injuries or illnesses.



- Supervised eight employees.
- Worked closely with physicians as the medical training officer.
- Developed emergency medication protocol in conjunction with area emergency department physicians.

COLLIERVILLE FIRE DEPARTMENT, Collierville, TN, 1/86-3/87

Paramedic/Firefighter

- Rendered care to the sick and injured of the city of Collierville and it's surrounding area.

FAYETTE COUNTY AMBULANCE SERVICE, Somerville, TN, 5/79-1/86

Director of Ambulance Service

- Managed operations of hospital-based, county-owned ambulance service.
- Supervised 24 employees; organized and worked within the framework of \$750,000 budget.
- Liaison between county commission and hospital. Responsible for all operations, human resource management, and quality control.

EDUCATION

Associates Degree/Nursing, Shelby State Community College, Memphis, TN, 5/94

Associates Degree/Emergency Medicine, Shelby State Community College, Memphis, TN, 4/93

LICENSURES

NREMT-P, State of Tennessee

RN, Tri-State, Tennessee, Mississippi, and Arkansas



Nikki Gast
Market General Manager

PROFESSIONAL EXPERIENCE

Rural/Metro Ambulance, Collierville, TN, 7/08-Present

Market General Manager, 7/08-current

- Oversight of daily operation of more than 250 field paramedics, EMTs administrative staff, and communication personnel.
- Responsible for meeting budgetary responsibilities of operation through increasing transports, managing payroll, and opportunities to implement the latest technology of a \$13 million dollar budget.
- Recruit and train new hire EMTs, paramedics, and key support positions through familiarization of policies, procedures, and coordinating field training with the most qualified and committed EMS professionals.
- Develop and implement policies and procedures to comply with state and local regulations and protocols.
- Liaison for hospital and facility administrators and staff and patients for increasing performance and resolving concerns.
- Oversight of training department for continuing education and paramedic program to ensure compliance with mission statement.
- Coordinate with medical director on protocol changes and quality improvement reviews.
- Government liaison for Shelby County 911 contract
- Media Relations for West Tennessee and North Mississippi, including developing media opportunities and providing story content to local and national media agencies.
- Organize, promote, and participate in community events including CPR classes, infant safety classes, health fairs, car seat checks, and general safety events.
- Create ad layouts and promotional material to be used in marketing and business development.

Public Relations Liaison, 9/04-7/08

- Organize, promote, and participate in community events including CPR classes, infant safety classes, health fairs, car seat checks, and general safety events.



- Media contact for story ideas and additional information, Rural/Metro liaison for additional about large scale incidents with Rural/Metro responds.
- Create ad layouts and promotional material to be used in marketing and business development.
- Initiate and develop community involvement opportunities, including senior groups, safety organizations, or non-profit organizations.

EDUCATION

Bachelor of Science/Mass Communications, Middle Tennessee State University, 2000

CERTIFICATIONS

Child Passenger Safety Certification, 2008-current



Jennifer Todd
EMS Battalion

PROFESSIONAL EXPERIENCE

RURAL/METRO CORPORATION, Collierville, TN 3/99-Present
EMS Battalion, 7/07-current

- Shift oversight of daily operations for Shelby County 911 contract, including staffing, response time reviews, compliance with state regulation, supply replenishment, and communication with intergovernmental agencies.
- Participate in monthly quality review meetings and as needed on shift with new EMTs and paramedics.
- Implement and conduct field training for 911 employees, including new hires, current field employees, and those transitioning into EMT and paramedic roles.
- Assist in weekly response time review with local management and EMS Commander.
- Report and follow up on exposures, accident investigations, and on the job injuries.
- Respond and assist in incident management support and scene safety as needed on calls within the 911 response area.

Operations Manager, 4/02-7/07

- Daily oversight of day-to-day operations of the ambulance service.
- Coordinated continuing education classes
- Worker's compensation oversight reporting OJIs to corporate risk management, oversight of return to work program, ensuring compliance with treatment and coordinating with management at a corporate and local level to implement work safety.
- Investigate employee and customer issues and incidents from start to finish, including interviewing employees, other persons involved, determining an appropriate resolution, including corrective action and following up with the complainant.
- Local HIPPA privacy officer maintaining records and HIPPA compliance with training and document security.

Human Resource Manager, 2/00-4/02

- Review applicant information and conduct interviews.
- Issue corrective action to employees for policy non-compliance.
- Investigate employee and customer issues and incidents from start to finish, including interviewing employees, other persons involved,



- Media contact for story ideas and additional information, Rural/Metro liaison for additional about large scale incidents with Rural/Metro responds.
- Create ad layouts and promotional material to be used in marketing and business development.
- Initiate and develop community involvement opportunities, including senior groups, safety organizations, or non-profit organizations.

EDUCATION

Bachelor of Science/Mass Communications, Middle Tennessee State University, 2000

CERTIFICATIONS

Child Passenger Safety Certification, 2008-current



Contractual Relationships with the Town of Collierville

5.2.3.13 a list, if any, of all current contractual relationships with the Town of Collierville and all those completed within the previous five-year period -- the listing should include:

- the contract number;
- the contract term.

Rural/Metro holds the current 911 contract with Shelby County Government. Shelby County Government in turn holds an inter-governmental contract with the Town of Collierville. Aside from this, Rural/Metro has not held an individual contract with the Town of Collierville for any services.

References for Similar Projects

5.2.3.14 customer references for similar projects representing five (5) other clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to the Town of Collierville) -- for each reference, include:

- the company name and business address;
- the name, title, and telephone number of the company contact knowledgeable about the project work; and
- a brief description of the service provided and the period of service.

Rural/Metro ALS Contract References

Contract Area	Description of Services	Contract Contact
Knox County, TN	Rural/Metro has been a proven EMS partner in Knox County for more than 25 years. This operation covers the heart of East Tennessee, with on average 43 units responding to 911. This performance-based contract includes a response-time requirement of less than 10 minutes 90% of the time.	Larry Hutsell, Knox County Health Department Emergency Preparedness Director 140 Dameron Ave. Knoxville, TN 3797 (865) 215-5093 larry.hutsell@knoxconty.org



Rural/Metro ALS Contract References

Contract Area	Description of Services	Contract Contact
Orlando, FL	<p>Rural/Metro has served the City of Orlando since 1988. An experienced team of more than 300 paramedics and EMTs provide service to a population of 243,000 across 104 square miles. This performance-based contract includes a response-time requirement of no more than 10 minutes 90% of the time.</p>	<p>Gregory Hoggatt Sr., Deputy Chief City of Orlando Fire Department 78 West Central Blvd. Orlando, FL 32801 (407) 246-2390 Gregory.hoggatt@cityoforlando.net</p>
Rochester, NY	<p>Rural/Metro has proudly served the City of Rochester since 1988, providing both ALS-level emergency 911 response and non-emergency interfacility medical transportation. The performance-based EMS contract includes a response-time requirement of no more than 8 minutes 59 seconds 90% of the time for Priority 1 and 2 calls. Priority 3 calls require response within 12:59, and Priority 4 calls require response within 17:59, 90% of the time.</p>	<p>Salvatore Mitrano, III , Interim Fire Chief City of Rochester 185 Exchange Blvd. Rochester, NY 14614 (585) 428-7037 Salvatore.Mitrano@cityofrochester.gov</p>
Shelby County, TN	<p>Rural/Metro has more than 14 years of experience providing high-performance emergency 911 ambulances services for the citizens of Shelby County, TN. Beginning in 1998, Rural/Metro partnered with Shelby County, Arlington, Collierville, Germantown, Lakeland, and Millington to provide service to approximately 270,000 people over 465 square miles.</p>	<p>Jerry Crawford, Fire Chief City of Collierville 500 Poplar View Parkway Collierville, TN 38017 (901) 457-2400 jcrawford@ci.collierville.tn.us</p>



Rural/Metro ALS Contract References

Contract Area	Description of Services	Contract Contact
Sandy Springs, GA	Rural/Metro has provided ALS-level emergency 911 ambulance services for the City of Sandy Springs, Ga., since 2008. This high-performance contract requires response within 8 minutes for life-threatening emergencies and 15 minutes for non-emergency calls, 90% of the time. Service is provided to nearly 100,000 people across 38 square miles.	Jeff Scarbrough, Deputy Chief Sandy Springs Fire Department 7840 Roswell Road Sandy Springs, GA 30350 (770) 206-2077 jscarbrough@sandyspringsga.gov

IV. Technical Approach

5.2.4 Technical Approach – The Proposer shall describe the vendor’s plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the Town to ascertain the Proposer’s understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer’s technical approach to delivering the services sought under this RFP:

Project Understanding

5.2.4.1 Proposers must provide a comprehensive narrative, captioned “Project Understanding,” that illustrates the vendor’s understanding of the Town’s requirements and project schedule.

A. Background

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

The Town’s contract service area will be defined by Attachment 9.5 and contract awarded at the end of the RFP process. This may include an area of approximately 36 square miles and a population of



approximately 45,550 people. There are twelve (12) medical hospitals in Shelby County; one is a level one trauma center, and one is a comprehensive children's hospital.

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

The Current EMS System receives approximately 2,000 calls per year.

The RFP clearly demonstrates the Town is committed to the highest quality EMS system, improving and building upon the current response-time and patient care focused operation, providing emergency and non-emergency ALS ambulance service to the County. This proposal demonstrates Rural/Metro's ability to provide the highest quality, most reliable paramedic ambulance services at the most reasonable price.

B. Scope of Contract

The Town wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the Town's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

Rural/Metro understands the Town's desire to contract with the best qualified proposer.

C. Project Time Frame

The initial contract term will begin July 1, 2013 or immediately upon execution of the contract through June 30, 2018, with the option to renew for one (1) additional one year period beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal period will be upon mutual written consent of both parties. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

Rural/Metro understands the contract term and renewal provisions of the RFP. As the current provider, Rural/Metro is prepared and ready to continuing providing seamless service immediately upon receipt of a notice to proceed.

D. Reservation of Rights

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

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

Rural/Metro understands the Town's rights and agrees that the Town may at any reasonable time, at its expense, audit Rural/Metro's books relative to the Accounts.



E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in Section 6.1 of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

Rural/Metro understands and agrees to the proposal evaluation criteria as outlined in Section 6.1 of the RFP. Our proposal clearly identifies Rural/Metro's qualifications and the individuals who will work on this project.

F. Cooperative Purchasing

T.C.A. 12-3-1009 authorizes any local government to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one or more other local governments in accordance with an agreement entered into between the participants. Such agencies that enter into an Interlocal Agreement with the Town of Collierville may purchase from Contracts established by the Town. Contractor shall indicate in its Proposal Response whether it would agree to provide services at the terms and conditions provided in a Contract pursuant to this RFP to other eligible governmental agencies that have such agreements with the Town. Each respective governmental agency will issue its own purchase order and make payments according to the terms and conditions set forth in this bid. The Town of Collierville accepts no responsibility for the payment of the purchase price by other governmental agencies.

Rural/Metro understands and agrees to the Town's Cooperative Purchasing provisions as provided in the RFP and delineated above.

G. Additional Information and References

Any additional information that would be helpful to the Town in evaluating a proposal, including a list of current and former clients with a similar profile to the Town of Collierville, should be submitted.

We have provided References for current clients with a similar profile to the Town of Collierville in Section III. Following are several additional references.

- 1) Dennis Wolf**
EMROC Chair, Retired
Fire Management Consultant
UT- Municipal Advisory Service
600 Henley Street, Suite 120
Knoxville, TN 37996
Phone: (901) 579-9247
Email: dennis.wolf@tennessee.edu



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- 2) **Bobby Riles**
Sheriff
Fayette County Sheriff's Office
705 Justice Drive
PO Box 219
Somerville, TN 38068
Phone: (901) 465-3456
Email: briles@fayettecountysheriff.org

 - 3) **Harold Graeter**
Associate Executive Director
AutoZone Liberty Bowl
959 Ridgeway Loop Road, Suite 101
Memphis, TN 38120
Phone: (901) 795-7700
Email: hgraeter@libertybowl.org

 - 4) **Gary Shorb**
President, CEO
Methodist LeBonheur Healthcare
1211 Union Avenue
Memphis, TN 38104
Phone: (901) 516-7000
Email: gary.shorb@mlh.org

 - 5) **David Archer**
President, CEO
St. Francis Healthcare
5959 Park Avenue
Memphis, TN 38119-5198
Phone: (901) 765-1000
Email: david.archer@tenethealth.com

 - 6) **Susan Helms**
Director, Injury Prevention and Safe Kids
LeBonheur Children's Hospital
50 North Dunlap
Memphis, TN 38103
Phone: (901) 287-6730
Email: susan.helms@lebonheur.org



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- 7) **Amy Weirich**
District Attorney
Office of the District Attorney General
201 Poplar Avenue, 3rd Floor
Memphis, TN 38103
Phone: (901) 222-1300
Email: amy.weirich@scdag.com
- 8) **Margaret Gilmore**
Instructional Supervisor
Shelby County Schools
160 South Hollywood
Memphis, TN 38112
Phone: (901) 321-2572
Email: mgilmore@scs12.org
- 9) **Jeff Huffman**
Mayor, Tipton County
PO Box 686
Covington, TN 38017
Phone: (901) 476-0200
Email: tcounty1@bellsouth.net
- 10) **William Kenley**
CEO
Methodist Healthcare- Germantown Hospital
7691 Poplar Avenue
Germantown, TN 38138
Phone: (901) 516-6418
Email: william.kenley@mlh.org
- 11) **D. Michael Dunavant**
District Attorney
Office of the District Attorney General
121 North Main Street
Ripley, TN 38063
Phone: (731) 635-5163
Email: dmdunavant@tndagc.org



Project Approach

5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Town's project schedule.

Rural/Metro has thoroughly reviewed the details and requirements of this RFP. After reviewing the expectations for the vendor in regards to performance, supplies, and working side by side with Collierville Fire Department personnel, Rural/Metro is excited to have an opportunity to bid on such an important aspect of services to the citizens and visitors to Collierville. Taking into account historical data, including call volume, transports, travel time, and other key measurements, Rural/Metro is proposing the following plan to meet the requirements of the RFP:

- Two (2) 24-ALS ambulances to be stationed in two Collierville Fire Department Stations.
- One (1) 10-hour peak ALS ambulance which will be stationed/posted at a Collierville Fire Department station 7 days a week.
- One (1) 24-hours supervisor to be stationed within the Town of Collierville at Rural/Metro headquarters. This will be a TN-licensed paramedic who will have the ability to respond to calls, deliver equipment, and provide immediate oversight to any issue which may arise.

1.3 PURPOSE/SCOPE OF WORK

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

A. INTENT

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

The RFP clearly demonstrates the Town is committed to provision of the highest quality emergency and non-emergency care and transport with Advanced Life Support (ALS) Ambulance Service for the Town. This proposal demonstrates Rural/Metro's ability to provide the highest quality, most reliable paramedic ambulance services at the most reasonable price by building upon our proven service history.

2. The successful Contractor shall be responsible for providing ambulances for response to emergency and non-emergency requests throughout the Town of Collierville, as well as additional associated support services.



Rural/Metro stands ready and fully committed to providing ambulances for response to emergency and non-emergency requests throughout the Town of Collierville, as well as additional associated support services.

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

Clinical excellence, superb response time performance, cost containment, and a professional and courteous image are the foundation of Rural/Metro's service to Collierville and surrounding municipalities. Our commitment to this partnership is evident in the day-to-day oversight and cooperation of the EMS and Fire professionals working together every day. Decisions and adjustments are seamlessly made together, putting the focus on the citizens. The open line of discussion and trustworthiness with all parties involved has assisted in making this service one focused on clinical excellence, rapid response, cost-containment, professionalism and customer service. We commit to meeting and to continuously improving these objectives within this contract term and believe our long-standing relationships and service in the County reflect these values.

Rural/Metro understands and agrees services will include, but not be limited to, the management and operation of all ambulances, including bariatric and Critical Care Units; additionally, the service shall include medical supply purchasing, management and operation of the medical supply warehouse, all fleet maintenance, and public education. Each of these areas is addressed within this proposal.

4. Oversight and review of, and compliance with performance standards of the contract, will be conducted by the Ambulance Oversight Committee, hereinafter referred to as the AOC or as otherwise directed by the Town.

Rural/Metro understands and agrees that oversight and review of, and compliance with performance standards of the contract, will be conducted by the Ambulance Oversight Committee, or as otherwise directed by the Town.

5. AOC will be comprised of the three (3) Fire Department employees who will be appointed by the Fire Chief and serve as voting members of the committee. The Town may include as non-voting members additional persons it deems appropriate, including but not limited to the Town's Emergency Services Medical Director, a Contract Administrator from the General Services Department, and a representative from the Collierville Dispatch office. In addition, there shall be non-voting members who shall represent the third party provider. AOC shall have the authority to review all records associated with the



Ambulance Services Agreement and shall have the discretion to inspect the third party provider's ambulances upon request.

Rural/Metro understands and agrees with the composition and authority of the Ambulance Oversight Committee.

B. GENERAL DUTIES

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

Rural/Metro currently complies, and shall continue to comply, with all applicable sections of the Tennessee Code.

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

Rural/Metro currently complies, and shall continue to comply, with all applicable Rules of the Tennessee Department of Health.

3. *The Contractor must stock and maintain all ALS (Advanced Life Support) Vehicles with equipment required by the State of Tennessee Division of EMS (See Attachment 9.6, Section 1200-12-1-.03) and additional equipment required by the Town (See Attachment 9.7).*

Rural/Metro will continue to stock and maintain all ALS vehicles with equipment as required by the State of Tennessee Department of EMS, as provided in Attachment 9.6 of the RFP, and additional equipment as required by the Town, as provided in Attachment 9.7.

Maintenance Program

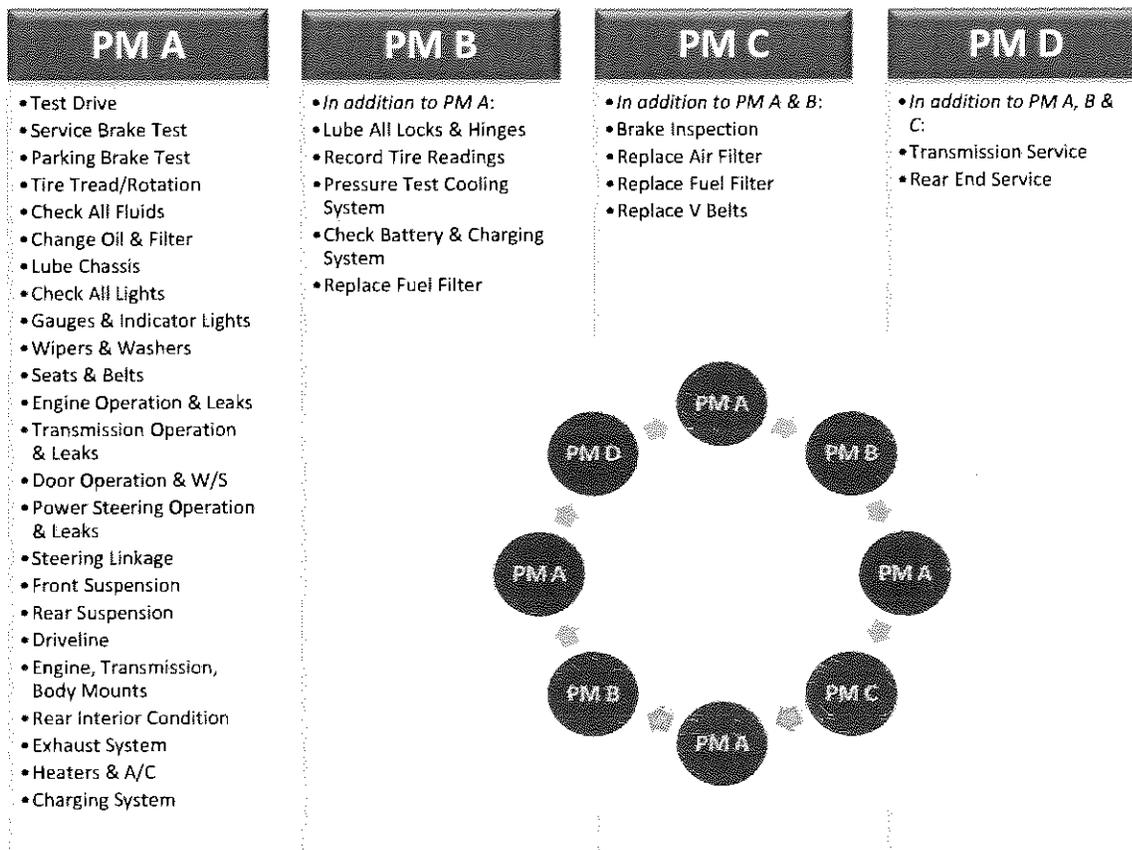
Effective EMS system management depends upon properly maintaining a fleet of response-ready vehicles. To accomplish this, Rural/Metro utilizes effective and well-monitored preventive maintenance and parts inventory control programs. All maintenance is performed in-house at our local fleet maintenance facility. Detailed electronic maintenance records are maintained on all company vehicles using fleet maintenance software called RTA by Ron Turley and Associates. This automotive repair information system provides immediate access to current repair procedures, illustrations, vehicle wiring diagrams and recall notices. Additionally, our Fleet Manager maintains a close working relationship with the manufacturers' representatives, who provide training, information and software updates as necessary. The Fleet Manager also regularly accesses the Rural/Metro Fleet Web Service—a data-sharing forum for Rural/Metro fleet managers throughout the United States used to exchange vital information, such as vehicle tracking and monitoring, recall notices and ambulance retirement. All records are maintained for the life of each vehicle and are available for Town review at any time upon request.



Inspection & Preventive Maintenance

Rural/Metro’s preventive maintenance (PM) and inspection program is specifically designed to keep all vehicles in safe, reliable, functioning and attractive condition while minimizing vehicle downtime. Regular inspections are performed at specific intervals to ensure monitoring of all vehicle components. Inspections include daily pre-trip inspections as well as preventive maintenance inspections performed at regular 5,000-mile intervals, as described in the graphic below.

Detailed inspection forms are completed for each of the inspections. Each form includes a checklist the mechanics use to ensure each element is serviced as required. Work orders are generated through the RTA fleet maintenance software as needed. The preventive maintenance schedule/cycle is summarized in the table below.



Rural/Metro’s mechanics meet the industry’s gold-standard of NAEVT certification, and Rural Metro Fleet Services meets the ASE Blue Seal of Excellence. Our four full-time mechanics have more than 25 years of collective experience, and two are ASE certified. They perform all vehicle service and repairs at our facility in Collierville, TN.



All preventative and routine maintenance will be scheduled to allow crews to access another stocked reserve unit, keeping all front-line ambulances in service at all times. Every step will be taken to prevent units from being out of service for mechanical issues. A mechanic is on-call 24-hours a day, 7 days a week to address any maintenance issues. To help assist with limiting out of service time, a stocked reserve unit will be stationed in the North and South zone in a central location to allow the EMS crew to swap out immediately. If a mechanical issue prevents the unit from responding, the EMS supervisor can respond with the reserve unit to the unit crew and expedite the transition and getting the frontline unit back in service while the on-call mechanic responds.

As-Needed Repairs

As-needed repairs are completed when a vehicle encounters an issue or failure discovered in between the preventive maintenance cycle described above. All safety-critical repairs are performed prior to the vehicle being released for service. These repairs are unscheduled and may require a vehicle switch-out or repair in the field. Examples include issues with:

- Stretchers
- Transmission
- Emergency Lights and Equipment
- Glass/Wipers
- HVAC
- Wiring and Electrical
- Tires/Wheels
- Lights
- Doors
- Communication Equipment/Radio

Record Keeping

All vehicles have a paper history that documents repairs, inspections and other related maintenance activities. Rural/Metro's RTA maintenance software provides an automated recordkeeping system. Records include, but are not limited to:

- Vehicle warranty information, where applicable
- Work orders for as-needed repairs
- Completed daily inspection forms
- Forms indicating any other repairs or overhauls
- Completed preventive maintenance work orders
- State licenses



Trend Analysis

The RTA fleet maintenance system tracks and trends preventive maintenance and vehicle issues so we can continually improve our maintenance practices. The Fleet Manager routinely analyzes trends related to:

- Brake system
- Wheels
- Belts
- Fluids
- Steering components
- Electrical systems
- Transmission
- Drive train
- Engine
- Emergency equipment
- Stretcher

This comprehensive field maintenance program ensures Rural/Metro’s ambulances are prepared for service on a daily basis and that the maximum number of vehicles is available for deployment at all times. Additionally, any circumstance rendering an ambulance unable to respond to or transport a patient is recorded on an unusual occurrence report for tracking purposes and tracked by the Risk Management department to ensure appropriate corrective action.

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

Rural/Metro shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles and equipment necessary to respond to all emergency and non-emergency calls referred to Rural/Metro by the Town.

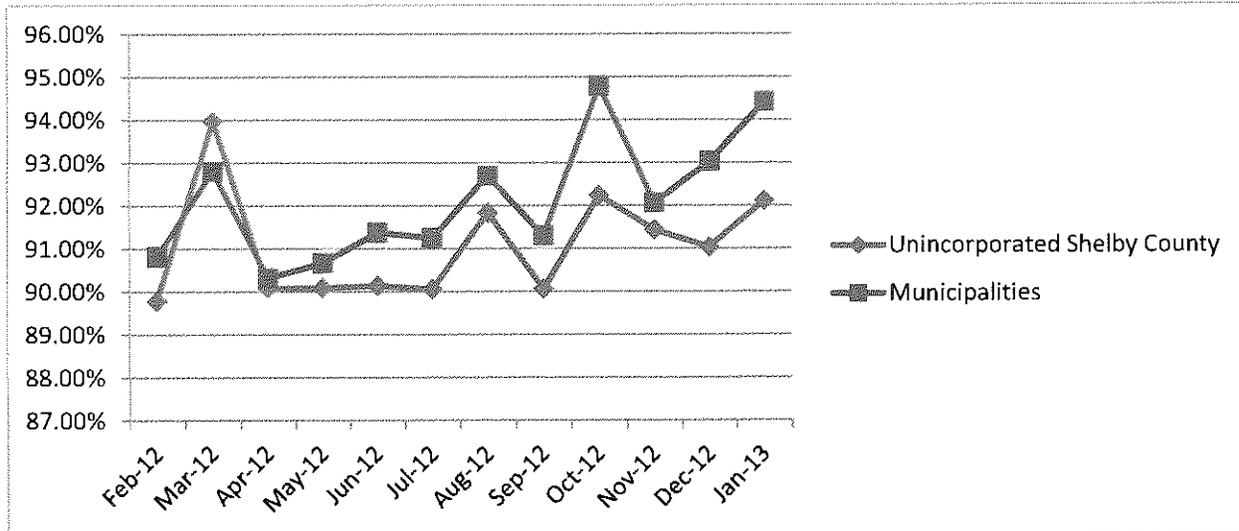
5. In responding to emergency requests, the Contractor shall satisfy the response time performance requirements. (Refer to Section 1.3. G.)

Rural/Metro shall satisfy the response time performance requirements, as delineated in Section 1.3.G.

We have a proven history of response-time performance in Shelby County and the Town of Collierville. Rural/Metro commits to continue working to meet and exceed the minimum response time requirement. The table below indicates our performance over the last year.



Contract Compliance



Since completing the ramp-up period, the response time compliance has not dropped below 90% in the municipalities.

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

Collierville Fire Department will have oversight over dispatching ambulances for Rural/Metro Ambulance. This includes having all necessary equipment as outlined in the RFP, including automatic vehicle locators (AVL), GPS and mobile data terminals (MDTs) to facilitate Collierville’s dispatch and oversight activities, as described in the RFP..

7. *The Contractor will be responsible for supplying new vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collierville Fire Department. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs. Maintenance and up keep of this will be the responsibility of the Contractor.*

Rural/Metro will be responsible for supplying new vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collierville Fire Department. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs. Maintenance and up keep of this will be Rural/Metro’s responsibility.

a. *The Contractor will also install MDT (Mobile Data Terminals) and AVL (Automatic Vehicle Locator) hardware in its ambulances that will be compatible with the Town’s Dispatch System. The Town anticipates Trittech Software Systems’ Visionaire product to be installed by September*



2013. The Contractor will be responsible for any software/hardware/technical support required to ensure compatibility. All equipment that will be interfacing with the Town's network must be approved by the Town. Vendor shall include in its proposal a viable solution that accomplishes the tasks of the MDT & AVL until the Town's software is in place.

Rural/Metro agrees to install MDTs and AVL hardware in all ambulances that are compatible with the Town's Dispatch System. The MDT will be compatible with the Town's CAD system, and we will utilize Fleet Eyes as the AVL solution.

b. *Opticom Emitters shall be installed on units.*

Rural/Metro will install Opticom emitters on all units in service to Collierville.

c. *The Town's current radio system is a UHF trunking system. The Town anticipates that in approximately December 2013 the radio communication system will change to an 800 megahertz trunking system. The Contractor will be required to have radios to meet the requirements of the system in use.*

Rural/Metro will provide radios that meet the requirements of the system in use at all times throughout the contract period.

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

Rural/Metro will replace with an equal or greater quality product any disposable medical supplies used belonging to Town within four (4) hours of use. Disposable medical supplies also include EMS Personal Protective Equipment (i.e.: gloves, mask, gowns, etc.). Any non-disposable medical supplies shall be returned as soon as reasonably possible.

Rural/Metro utilizes a customized inventory program for tracking all medical supplies and durable medical equipment. All locations where an ambulance is in service will have additional ambulance inventory on-site to provide timely restocking as well as additional supplies that may be needed in a mass-casualty situation. Consumable supplies are ordered, as needed, once a week and on the minimum and maximum system. The Supply Department maintains a minimum two-week supply of inventory in the warehouse to accommodate excessive demand in the system. Durable medical equipment, such as AEDs and pulse oximeters, are tracked by serial number.

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

Rural/Metro will immediately restock its ambulance and Fire Department Equipment with all supplies required herein or return to the nearest station to restock. Fire Department supplies will be replaced on



scene on a one-for-one basis whenever possible. Should patient care priorities prevent the immediate replacement of supplies on scene, then they will be replenished within four hours, as required in item No. 8 above, in a manner convenient to the fire agency.

In addition, as a national ambulance service provider, Rural/Metro has negotiated highly competitive rates with vendors on supplies and equipment. We would be happy to extend to Collierville Fire Department, where available, access to this purchasing power to reduce their cost of providing emergency services.

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

Rural/Metro will continue to secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and Rules and Regulations of the Tennessee Department of Health, Emergency Medical Services Division ("EMS Division") for conducting services described in this RFP. Rural/Metro accepts assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

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

All people within the service area will have emergency and non-emergency services through Rural/Metro Ambulance. Rural/Metro will continue to make emergency and non-emergency services (as defined in this RFP) available to all persons within the service area defined in the Contract. Fees for services will not escalate during the term of the Contract.

12. The Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the Collierville Fire Department (CFD), at no additional charge to the Town, when there is reason to believe a life threatening public emergency presently exists or is imminent in the Town, which includes standing-by at fire, rescue and hazardous materials response incidents.

In any event where there is reason to believe a life-threatening public emergency presently exists or is imminent in the Town, which includes standing-by at fire, rescue and hazardous materials response incidents, Rural/Metro will provide standby ambulances and emergency medical personnel as part of our partnership. This service will come at no charge to the Town.



Rural/Metro's employees will participate in any training opportunities the Town believes to be beneficial to assist in providing this standby resource.

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

Emergency medical services begin the moment a patient picks up the phone to call 911. To better connect emergency department physicians and nurses with pre-hospital patient care activities, Rural/Metro is working closely with ED physicians and nurses to improve communication and patient care. In a partnership unlike any others in this market, Rural/Metro is collaborating with emergency department physicians and nurses to take them out of the hospital and into the homes of the patients they treat. We are teaming up to let them ride side-by-side with our crews to experience firsthand what EMS crews face when making calls. This insight will produce feedback into what EMS and hospital staff can do to provide the best patient care, from the 911 call to their visit to the hospital.

Subject to Rural/Metro's existing and reasonable policies and procedures regarding ride-alongs, Rural/Metro will continue to permit paramedic and EMT trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the EMS Coordinator. Rural/Metro has clinical agreements with Southwest Community College and Dyersburg State Community College. The partnership in place exposes students to time in the field riding side-by-side with Rural/Metro preceptors. This allows them to practice skills and interact with patients, all while under the watchful eye of our trained and experienced EMS professionals. Rural/Metro will permit other observers to accompany ambulances at the request and designation of the EMS Coordinator. In addition, we will open opportunities for representatives from the fire departments, dispatch and local law enforcement to gain exposure to EMS side of the emergency response system during any field training or orientation programs, if so desired.

14. The Contractor must comply with all the Town Emergency Plans, or successor plans adopted and approved by the Town, whenever the provisions or such plan or plans are in effect.

Rural/Metro's local, regional and national resources and deployment can provide immediate and continued back-up in the event additional resources are needed. As described in the sections to follow, if needed, Rural/Metro can tap regional resources from other regional Rural/Metro operations in as little as three hours, with the capacity to bring in more than 65 ambulances within 14-16 hours. More



details are provided regarding the provision of additional resources below, in Section F., Available Ambulances.

Rural/Metro will comply with all Town Emergency Plans, or successor plans adopted and approved by the Town, whenever provisions or such plan or plans are in effect.

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

A bomb goes off inside a crowded bus, instantly killing many and leaving several others seriously injured. Police, Fire and EMS resources respond quickly, but another suspected device could endanger those ready to respond and help...

This scenario is just one community disaster drill Rural/Metro has participated in alongside fire agency partners in efforts to prepare for multiagency responses to actual manmade or natural disasters. The training is invaluable, opening dialog and forging relationships among system partners well in advance of an actual disaster so that we're better able to respond and care for our citizens.

Rural/Metro participate in at least two (2) community disaster drills per calendar year, as directed by the CFD. Personnel participating in such drills will not affect the number of ambulances dedicated to the response areas of the contract

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

Rural/Metro does not and will not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

C. TRANSPORT

1. The Contractor must transport, without charge, all employees of the Town who become ill or injured while on duty in the contracted coverage area and in need of emergency services.

Rural/Metro will transport, without charge, all employees of the Town who become ill or injured while on duty in the contracted coverage area and in need of emergency services.

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

All patients will receive the highest level of care and transport to the most appropriate facility. Tennessee guidelines require patients to be transported to the facility of their choosing, but



Rural/Metro will work to ensure patients are aware of the closest most appropriate facility for their condition.

D. COMMUNICATIONS EQUIPMENT

1. The Contractor shall purchase and maintain fully operational one (1) mobile radio, two (2) portable radios and two (2) pagers per ambulance as required for it to perform hereunder. All radios shall operate on frequencies required by the State of Tennessee, all Med frequencies and those used by the Collierville Fire Department. All ambulances must be equipped and/or must be able to be equipped with radios currently used by the Collierville Fire Department, AVL (Automatic Vehicle Locator), GPS (Global Positioning System) and CAD (Computer Aided Dispatch) Mobile Data Terminal (MDT) computer stations and equipment currently being configured for use by the Collierville Fire Department. Opticom Emitters shall be installed on units. The Contractor must purchase, install and maintain this equipment during the term of the Contract. Vendor shall include in its proposal a viable solution that accomplishes the tasks of the MDT & AVL until the Town's software is in place, and indicate how it will provide radios prior to the change to the new 800 megahertz trunking system later this year.

Rural/Metro ambulances will be equipped with the following equipment:

- Mobile Radios- truck mounted- Kenwood, (KRK8DBH- Duel Head 800 MHz & VHF)
- Motorola XTS5000R Portable Radios (2)
- Minitor Pagers (2)
- Equipment to make each ambulance an internet hot spot
- AVL tracking devices (Fleet Eyes)
- GPS tracking devices
- Opticom Emitters
- Panasonic Toughbooks (for ePCR)

Rural/Metro will purchase and maintain fully operational one (1) mobile radio, two (2) portable radios and two (2) pagers per ambulance as required for it to perform hereunder. All radios will continue to operate on frequencies required by the State of Tennessee, all Med frequencies and those used by Collierville Fire Department. All ambulances will be equipped with radios compatible with Collierville Fire Department, AVL (Automatic Vehicle Locator), GPS (Global Positioning System) and CAD Computer Aided Dispatch) Mobile Data Terminal (MDT) computer stations and equipment configured for use by Collierville Fire Department. Opticom Emitters will also be installed on all units. "Fleet Eyes" will be used as the substitute for AVL tracking until appropriate software can be determined and put in service by the Town of Collierville. This internet-based program will allow Collierville dispatch access to all units dedicated to the 911 contract. Rural/Metro will purchase, install and maintain this equipment during the term of the Contract.

E. NOTIFICATION

1. The CFD must be notified immediately whenever the following occurs:



- *Response time exceptions greater than 15 minutes;*
- *Any single incident or accident requires the response of three (3) or more ambulances;*
- *Mass casualty incidents;*
- *Any vehicle accidents involving a Contractor's vehicle; or*
- *Ambulance levels of one (1) or less specific to the number of available ambulances.*

Rural/Metro agrees to these notification requirements.

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

The CFD will be notified daily, via electronic communications, of Rural/Metro's daily activity report. We understand non-compliance reports will be forwarded daily to Rural/Metro.

3. The CFD must be notified in writing within forty-eight (48) hours whenever the following occurs:

- *The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;*
- *The separation/termination or the employee status change of any of the Contractor's employees involved in the delivery of services related to the contract;*
- *Any change in the Contractor's management or supervisory structure.*

The CFD will be notified in writing within forty-eight (48) hours whenever the following occurs:

- The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;
- The separation/termination or the employee status change of any of the Rural/Metro's employees involved in the delivery of services related to the contract;
- Any change in the Rural/Metro's management or supervisory structure.

4. The Contractor shall notify the Collierville Dispatch office via FAX the legal names of personnel and their Unit assignment at the start of each shift. The Contractor's FAX will include the employees EMS certification numbers, employee I.D. number and unit assignment. This will include shift supervisors. The Contractor shall maintain records of equipment in-service for each employee shift, and such records shall be made available to the Town.

Rural/Metro shall notify the Collierville Dispatch office via FAX the legal names of personnel and their Unit assignment at the start of each shift. The FAX will include the employees' EMS certification numbers, employee I.D. number and unit assignment. This will include shift supervisors. We will maintain records of equipment in-service for each employee shift, and such records shall be made available to the Town.



F. AVAILABLE AMBULANCES

1. The Contractor shall station sufficient ambulances to meet the service and response time requirements of the Contract. The Proposer shall, in its response, indicate the number of ambulances it will dedicate to this contract. The number may be an "at all times" indication or a combination of "at all times" and "at peak times" proposal.

As outlined in the details regarding response time, Rural/Metro is proposing the following plan to meet the contracted response time and needs of the 911 services in the Town of Collierville.

- Two (2) 24-ALS ambulances to be stationed in two Collierville Fire Department Stations.
- One (1) 10-hour peak ALS ambulance which will be stationed/posted at a Collierville Fire Department station 7 days a week.
- One (1) 24-hours supervisor to be stationed within the Town of Collierville at Rural/Metro headquarters. This will be a TN-licensed paramedic who will have the ability to respond to calls, deliver equipment, and provide immediate oversight to any issue which may arise.

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

Rural/Metro will ensure the necessary steps are taken to ensure an ambulance is available to respond to a call in Collierville. In the event, the number of units drops to one, Rural/Metro will pull additional resources from its city operation to move up to Collierville and be available for a call. In addition, there are ALS resources within the Collierville office administration and management 24-hours a day which can serve as a back-up to the system as well to provide additional resources in the event the dedicated units are on calls.

3. In the event the total number of ambulances decreases to one (1) and has a significant impact on emergency medical services in the defined coverage area the Contractor shall have the ability to provide, through their own resources or written agreement with another provider, additional ambulances and support personnel to continue to provide coverage throughout the defined coverage area.

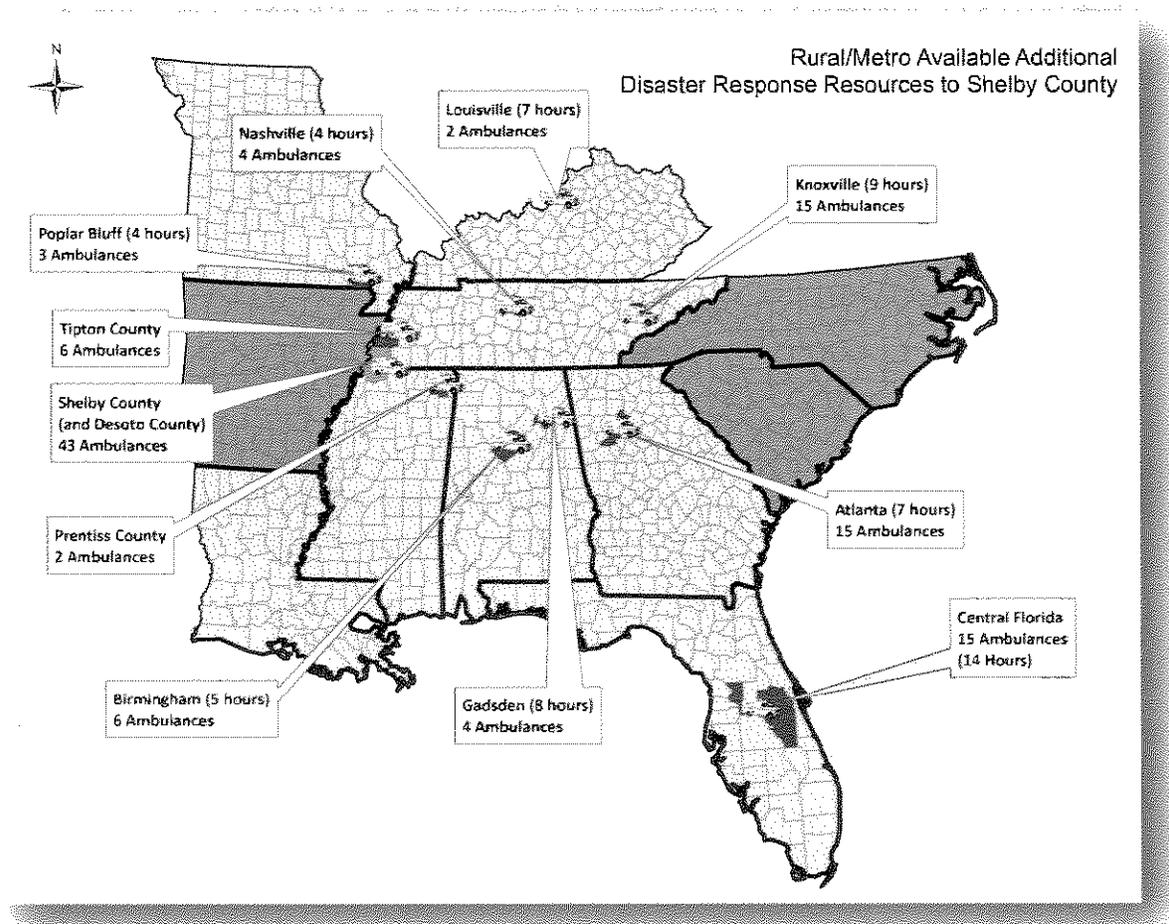
In October of 2012, a sudden influx of calls in Shelby County drained resources in a matter of minutes. Within 15 minutes, Rural/Metro had dispatched and posted additional ALS resources to assist in maintaining emergency ambulance response until the dedicated 911 resources could clear hospitals and



return to service. Our deployment plan, accompanied with available fleet and staffing resources, have been developed to provide appropriate system coverage at all times.

In the event the total number of ambulances decreases to one (1) and has a significant impact on emergency medical services in the defined coverage area, Rural/Metro will provide additional ambulances and personnel to respond to 911 calls.

In addition, our interfacility transport operation provides an additional level of security for Collierville's 911 system. These non-emergency resources can be quickly deployed to augment our 911 fleet in the event of a disaster or other unusual system demand. Our interfacility operation includes an additional 15-20 ambulances every day—resources that serve as backup to the Town's 911 system. The map provided below illustrates the substantial fleet and staffing resources, including drive time, available to Collierville. These resources could be tapped in the event of a major local disaster.



4. The Town fire stations may be used to house ambulances dedicated to providing emergency responses.



Rural/Metro will place 24-hour ambulances in Collierville stations as needed to assist in providing timely response and meeting response-time criteria. Additional move-ups may be necessary in order to meet contractual obligations based on the location of the ambulances.

5. The Contractor will provide at least one (1) supervisor, twenty-four (24) hours a day, seven (7) days a week, who will be available for immediate response to emergencies, will deliver supplies and equipment to the fire stations, ambulances and supervise Contractor personnel on a daily basis. This supervisor shall be a paramedic, licensed by the State of Tennessee.

Rural/Metro will provide at least one (1) supervisor, twenty-four (24) hours a day, seven (7) days a week, who will be available for immediate response to emergencies, will deliver supplies and equipment to the fire stations, ambulances and supervise Rural/Metro personnel on a daily basis. This supervisor shall be a paramedic, licensed by the State of Tennessee.

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

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

Every step will be taken to prevent units from being out of service for mechanical issues. Rural/Metro maintains an aggressive preventive fleet maintenance program to prevent and reduce out of service time. (Fleet maintenance practices are described in detail in the sections above). A mechanic is on-call 24-hours a day, 7 days a week to address any maintenance issues.

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

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

G. RESPONSE TIME

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



Rural/Metro agrees the term emergency request shall include any response by Rural/Metro under the Contract on an emergency service request received by Rural/Metro from the Collierville Dispatch Office, a call received directly from the public within the service area or from any of the participating entities. Should a request for response be received from an agency other than the Collierville Dispatch Office, the Collierville Dispatch Office will be notified immediately by Rural/Metro of this request.

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

We have an exceptional response time performance track record in Shelby County as noted in the previous pages. Currently, Rural/Metro has maintained above 90% in the municipalities since the ramp-up period was completed. Using this method of tracking call volume will assist us in continuing to meet the response times as outlined for the Town of Collierville.

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

Rural/Metro understands and agrees that response time shall be calculated from the moment Rural/Metro's ambulance is notified of the emergency service request until the ambulance arrives on the scene, and includes call processing and dispatch time, turnout time, and travel time.

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

Rural/Metro agrees to pay response damages if, in each monthly period, Rural/Metro fails to respond to emergency requests within the applicable performance requirement, as set forth above.

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

Rural/Metro will maintain projections for reserve staffing capacity for increased production in the event of a temporary system overload.

Rural Metro MidSouth contracts with local hospitals, nursing homes and other local facilities to provide inter-facility emergency and non-emergency transports. This additional service provides us with the capacity to staff an additional 15 to 20 ambulances, at a minimum, at any given time as backup to the current 911 system when resources are strained due to large-scale incidents or temporary surges in the current system.



For example, in October of 2012 Rural Metro deployed two (2) additional 911 units within 15 minutes to provide additional assistance to the current system during a surge in call volume in Shelby County. In the Summer of 2011, the Memphis area experienced torrential rains causing flooding throughout the greater MidSouth, hitting hardest in the Millington area. In a matter of hours, water flooded roads and areas leaving many residents trapped and in need of evacuation. Rural Metro quickly deployed two additional crews working with Shelby County and Millington Fire Departments to assist in transporting residents from their houses to shelters and other areas out of harms' way. Rural/Metro also assisted in staffing the shelters, providing additional medical resources for patients moved away from home with no notice.

The 24-hour Memphis general transport operation, in addition to our vast resources of EMTs and paramedics, allows us to provide immediate support with additional resources to areas of the current 911 coverage area when needed. In addition to these additional area resources, Rural/Metro can provide long-term help with resources from Middle Tennessee, Mississippi, Missouri, and Alabama within just a few hours, providing an additional 10-16 ambulances within 4-5 hours by pulling resources from Middle Tennessee, Missouri, and Northern Alabama. These resources would be outside those already in service for Shelby and Tipton Counties.

Immediately following a large-scale incident, we would be able to quickly deploy additional resources outside of those already in place in Shelby and Tipton County, as described below:

2 Hours	=	2 ambulances (North Mississippi)
4 Hours	=	7 ambulances (Missouri, Nashville)
5 Hours	=	6 ambulances (Birmingham, AL)
7 Hours	=	17 Ambulances (Atlanta, GA, Kentucky)
8 Hours	=	4 Ambulances (Gadsden, AL)
9 Hours	=	15 Ambulances (Knoxville, TN)
14 Hours	=	15 Ambulances (Central, FL)
<hr/>		
14 Hours	=	66 Ambulances

Rural/Metro can provide more than 60 ambulances stocked with resources, supplies, and licensed professional ready to respond to any situation. Rural/Metro's vast coverage and available resources both regionally and nationally assists us in backing up the local resources and serving as an unparalleled support system to the 911 system.

Rural/Metro's operational and resource depth has proven invaluable when local resources are stretched to the limit.



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

- Requests which are cancelled before the Contractor's arrival at the incident location, but before the contracted response time has expired. Calls which are cancelled before the Contractor's arrival at the incident location that are beyond the contracted response time will be counted.
- During a period of severe weather conditions (such conditions as determined by the EMS Coordinator and the AOC, upon request of exemption by the vendor), such that response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel or the public than would result from a delayed response.
- Requests during a disaster, locally or in a neighboring jurisdiction, for assistance from the Town.

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

- Requests which are cancelled before Rural/Metro's arrival at the incident location, but before the contracted response time has expired. Calls which are cancelled before Rural/Metro's arrival at the incident location that are beyond the contracted response time will be counted.
- During a period of severe weather conditions (such conditions as determined by the EMS Coordinator and the AOC, upon request of exemption by the vendor), such that response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel or the public than would result from a delayed response.
- Requests during a disaster, locally or in a neighboring jurisdiction, for assistance from the Town.

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

Rural/Metro understands the response time for an emergency request may also be excluded when the EMS Coordinator and AOC determine there is other good cause for an exception.

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

Rural/Metro understands and agrees the grounds for the exception must have been a substantial factor in producing the particular response time, and Rural/Metro must have made a good faith effort to comply with the appropriate standard. Such grounds include, but are not limited to, the transmission of



erroneous, incomplete or inaccurate information from the E911 center, E911 Public Safety Answering Project, local police or fire dispatch office, or the public. We agree the AOC shall be the final authority in cases of disagreement between the EMS Coordinator and Rural/Metro over a request to exclude a response time.

H. AMBULANCE SPECIFICATIONS

1. All ambulances used for transportation shall be not more than five (5) years old from the date of sale as a new vehicle, and shall not have been used more than 250,000 miles. Both emergency and non-emergency ambulances should be consistent with the (Type I or III Version). Ambulances must meet the State of Tennessee’s Division of Emergency Medical Services Guidelines. This shall remain in effect unless otherwise approved in writing by the Town.

All ambulances used for transportation will be not more than five (5) years old from the date of sale as a new vehicle, and will not have been used more than 250,000 miles. Both emergency and non-emergency ambulances will be Type III vehicles and will meet the State of Tennessee’s Division of EMS Guidelines. We agree with shall remain in effect unless otherwise approved in writing by the Town.

Rural/Metro will utilize Braun Type III ambulances. These ambulances will be specked to include heaters to keep medications at the appropriate temperature during the winter as well as coolers for equipment needed for the induced hypothermia protocol. All ambulances will be equipped to respond in periods of inclement weather. Vehicles will also be equipped with the DriveCam monitoring system, Opticom emitters, AVL tracking devices and GPS capabilities.

2. All maintenance and repair records and inventory records must be available for inspection by the CFD and members of AOC.

All maintenance and repair records and inventory records will be available for inspection by the CFD and members of AOC upon request.

All vehicles have a paper history documenting repairs, inspections and other related maintenance activities. Rural/Metro’s RTA fleet maintenance software provides an automated recordkeeping system. Records include, but are not limited to:

- Vehicle warranty information, where applicable
- Work orders for as-needed repairs
- Completed daily check-off sheets
- Forms indicating any other repairs or overhauls
- Completed preventive maintenance work orders
- State licenses

All records are maintained for the life of each vehicle.



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

All Rural/Metro ambulances conform to State of Tennessee Rules and Regulations and are powered by diesel engine.

4. Each ambulance used in transportation of patients must be equipped with all items listed on the daily ambulance inventory, including such items listed in the Attachments 9.6 and 9.7 and required by the State of Tennessee and the Town.

All ambulances used in transportation of patients will be equipped with all items listed on the daily ambulance inventory, including such items listed in the RFP Attachments 9.6 and 9.7 and required by the State of Tennessee and the Town.

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

Rural/Metro's ambulances are equipped for safe travel in inclement weather, including snow and ice. Vehicles include both air conditioning and heaters in the cab and patient compartment. Other features include daytime running lights for better visibility, and ABS brakes for safe stopping in rainy or icy conditions. Braun also provides extra grip material in the box to help avoid slippery conditions. All-terrain tires and chains are utilized when needed.

Rural/Metro's Risk Management Department also provides supplemental training materials during the wintertime to reinforce safe driving practices in inclement weather conditions.

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

Rural/Metro's fleet in displays the Rural/Metro corporate identification and logo on the outside of the vehicle along with that vehicle's identification number. We do not and will not use "the name or partial name of "Town of Collierville" as part of the name.

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

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



I. PERSONNEL

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

Proper screening of applicants plays a critical role in the success of an organization. Hiring the right employee the first time minimizes risk, reduces turnover costs and is the first step in building a long-lasting and professional operation. We’re also aware our employees’ performance reflects not only upon Rural/Metro, but our fire department partners. Therefore, our recruitment and training efforts seek to attract and retain top professionals who maintain a fresh outlook on emergency medicine and medical transportation services, demand quality in their work, and maintain professional and courteous conduct and appearance at all times.

Rural/Metro hires candidates with superior knowledge, distinguished technical abilities and a professional bearing. Successful candidates are innovative, team players with a deep sense of community and a commitment to working harmoniously and seamlessly with our fire department first responder partners to provide superior patient care and transportation.

We provide employees with training specifically addressing professionalism. For example, our New Employee Orientation Program includes training on uniform/appearance requirements, customer service, Equal Employment Opportunity, harassment, drug and alcohol abuse, HIPAA/patient privacy and other key areas impacting professional conduct. In addition, Rural/Metro provides staff with training in and copies of General Compliance policies and procedures, which cover everything from our Code of Ethics and Business conduct to Compliance with the Federal Anti-Kickback Statute.

Employees are also given access through our HR Portal to review current policies during new Employee Orientation. The policy specifically addresses Personal Appearance:

The professional image that Rural/Metro carries is a key component which sets us apart from our competitors and reflects the quality of care we provide to our customers and communities.

During business hours or when representing Rural/Metro, employees are expected to present a clean, neat and professional appearance in accordance with the requirements of the position. Supervisors are authorized to send an individual home, without pay until the individual presents themselves in proper uniform/appearance. Repeated failure to comply may result in corrective action up to and including termination of employment.

Uniforms will not be worn off Company time unless in transit to and from work. When you are in company uniform or in a company vehicle, you are expected to represent Rural/Metro in the highest professional and ethical manner.



Rural/Metro provides all employees with access to a web-based HR tool, which provides current copies of all policies and procedures.

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

Rural/Metro EMTs and paramedics are screened to ensure they're physically capable of performing their assigned tasks, and are required to be clean in dress and person, and wearing the proper photo identification badge in an appropriate manner visible to the patient. Employees will conform to Rural/Metro's dress code, as well as the CFD's rules and regulations and S.O.P.s, or they will be removed from the schedule.

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

New Employee Orientation Program

All new hires undergo a minimum 48-hour orientation program which includes a combination of classroom and online learning as well as field time. New employees are introduced and educated on company and local policies, documentation, and Standard Operating Procedures (SOPs) for the aspects of our operation. There is mandatory training on sexual harassment, HIPAA, as well as Rural/Metro required training on lifting and injury prevention and defensive driving.

Once policies and procedures are reviewed, new hires undergo a field training program which allows field training officers to review the new hires' performance and ensures all field SOPs are reviewed as well. Any concerns are noted and additional training is scheduled. Any employee who does not complete training successfully will be provided additional training and performance reviewed again by a field training officer. All employees must successfully complete training in order to be released and continue employment with the company.

Continuing Education

Rural/Metro understands that training and educational requirements change from time to time for EMTs, Paramedics and Communications personnel as new protocols and medical treatments are approved by the State of Tennessee EMS Division and/or the Medical Director. Rural/Metro agrees that



the CFD may require additional training or education for EMTs and Paramedics for the benefit of patients receiving care under the Contract, and will work cooperatively to identify targeted educational programs to benefit the entire EMS system. The cost of such training or education shall be the sole responsibility of Rural/Metro.

Continuing education goes hand-in-hand with clinical excellence and our commitment to quality patient care. As an accredited site for the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS), Rural/Metro offers a vast variety of educational opportunities for current employees and the first responders we partner with in the contracted area free of charge.

On average, Rural/Metro's training department offers 70 hours of continuing education a month and more than 800 hours in the last year. Classes include protocol updates, ACLS/PALS, EZ-IO training, 12-lead interpretation, as well as protocol specific training based on the needs of the operation and the result of our monthly QI reviews. All training classes are posted online and open to all EMS professionals in this area. Our training website is www.ruralmetrotraining.com.

4. The Contractor shall utilize a work schedule along with shift assignments that are consistent with the Collierville Fire Department's. The Contractor shall not allow personnel to work more than 36 consecutive hours, followed by a minimum of 12 hours off-duty, with a maximum of 96 hours to be worked in any 7 day work week.

Rural/Metro will utilize a work schedule along with shift assignments consistent with the Collierville Fire Department's. Rural/Metro will not allow personnel to work more than 36 consecutive hours, followed by a minimum of 12 hours off-duty, with a maximum of 96 hours to be worked in any 7 day work week. We utilize a web-based tool called NetScheduler to facilitate shift scheduling. This program includes automated controls to prevent scheduling beyond the maximum work hours allowed.

All Collierville 911 employees will work the 24-hour A-B-C shift. This shift works approximately 10 days a month with a regular hour equivalency (RHE) of 56 hours a week. This shift not only creates an opportunity for a stronger working relationship with local fire departments and first responders, but encourages better communication on scene. It also provides a good work-life balance for EMTs and paramedics.

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

To ensure our employees are well rested and fit for duty, Rural/Metro utilizes a web-based scheduling utility called NetScheduler, which features an automated mechanism monitoring thresholds for excessive hours and prevents double shift scheduling. The program notifies the scheduling party of a pending conflict in the event an employee is being scheduled for too many consecutive hours. Manual override would then be necessary to allow scheduling in this circumstance.



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

Rural/Metro provides employees with a competitive compensation and benefits package designed to attract and retain highly qualified field and communications staff. Following is a description of the wide variety of fringe benefits that Rural/Metro provides employees.

Benefits

Health Insurance

Rural/Metro currently offers a variety of health insurance options to our employees. Our current provider is United Healthcare, and we provide a number of plans ranging from high deductible to co-pay plans in the attempt to meet employees' varying coverage needs.

Health Savings Account (HSA)

A Health Savings Account (HSA) is available for the United Healthcare High Deductible Plan. This savings account can be used for qualified medical expenses. The employee determines how much money to put in over the plan year, up to the federal limit for that plan year. All contributions to the HSA are taken through payroll deductions on a pre-tax basis.

Flexible Spending Account (FSA)

A Flexible Spending Account (FSA) is a savings account where employees set aside up to \$2,500 per year on a pre-tax basis to pay for health expenses such as co-pays, deductibles, eyeglasses, contact lenses and more. FSAs are offered for all co-pay plans.

Dental & Vision Coverage

Dental coverage is provided through MetLife and covers many types of dental procedures, including preventative care, basic and major services, and orthodontia. The amount employees pay for these services is dependent upon the provider they use.

Vision benefits are provided through United Healthcare. Employees may use their provider of choice; however, when using United Healthcare providers, employees pay less and don't have to file a claim. A co-pay amount is generally paid for services.

Vacation & Sick Time

Full-time employees begin accruing vacation time beginning their first date of full-time employment. Upon their anniversary date, it is adjusted to the correct accrual rate based on years of service. Upon resignation or termination, all unused vacation time will be paid to the employee. By mutual agreement



between the Company and the employee, the vacation benefit is paid out to full-time employees at their hourly pay rate in effect on the date(s) it is used.

Full-time employees are eligible for paid time away from work due to personal illness or immediate family illness. Immediate family is defined as, and limited to: the employee’s spouse, mother, father, child, foster child or juvenile dependent, sibling, grandchild, grandparent, parent-in-law, domestic partner, and “step” relationship of the previously listed family members. All full-time employees receive sick time on January 1. During the employee’s first calendar year of employment, he/she will receive 50% of one-week paid sick time based on the employee’s scheduled work week immediately upon full-time date of hire. Beginning the first full calendar year of employment, employees receive one (1) week paid sick time per calendar year, and may accumulate up to a maximum of thirteen (13) weeks paid sick time.

Anniversary Years of Employment	Maximum Annual Vacation
1-5 Years	2 weeks
6 -10 Years	3 weeks
11-14 Years	4 weeks
15+ Years	5 weeks

Paid Holidays

Rural Metro recognizes and pays for a minimum of 8 holidays per calendar year for full-time employees. The following are designated holidays for purposes of holiday pay:

Holidays	
• New Year’s Day	• Martin Luther King Day
• President’s Day	• Memorial Day
• Independence Day (4 th of July)	• Labor Day
• Thanksgiving Day	• Christmas Day

Bereavement & Leave of Absence

In the case of death of an employee’s immediate family, Rural/Metro grants the employee up to five (5) consecutive scheduled shift days based on the relationship of the family member. Family members include immediate family, domestic partner, aunt, uncle, in-laws, cousin, and niece/nephew. Bereavement leave shall only be payable to employees for work time missed.

Rural/Metro also offers various types of leave of absences, based on the employee’s needs. Rural/Metro ensure all leaves of absence are in accordance with Federal and State employment laws.



Employee Assistance Program (EAP)

Rural/Metro offers professional counseling, referral and educational services through our EAP provider. The EAP is a confidential counseling and referral service that assists employees in managing personal concerns that affect their wellbeing. Licensed counselors are available twenty-four (24) hours a day to assist employees with concerns such as elder care, childcare, parenting, legal issues, alcohol and substance abuse, financial counseling and planning, grief, and much more.

401(k) Savings Plan

Rural/Metro's 401(k) Savings Plan offers a great way for employees to build financial security. With our current benefit partner Fidelity, employees have access to exceptional tools and information that will help them make savings and investment decisions. Employees pay no taxes on the money they contribute to the plan, any matching contributions or any of the investment earnings, until the money is withdrawn from the account. In some cases, loans or hardship withdrawals may be permitted.

Basic & Supplemental Life Insurance

We provide life insurance to the employee and their eligible family members. Since everyone's needs for financial protection are different, supplemental coverage is offered to employees as an option for them to purchase. Employees may purchase additional life insurance for themselves and their family. The cost is based upon the employee's age and the amount of coverage they have selected.

Short-Term Disability (STD) & Long-Term Disability

Short-term disability coverage can replace part of an employee's pay during a covered disability. This is an individual policy available to employees who are actively at work. Premiums are based on the employee's age when the policy is issued, and the plan pays benefits for sickness or injury (pregnancy is also considered as any other sickness, as long as the employee is not diagnosed prior to the effective date of the policy.) This is a voluntary plan the employee must enroll in when they are first eligible or during annual enrollment.

Long-term disability benefits provide income protection for employees and their family should they become totally disabled and can no longer work. Rural/Metro provides LTD coverage, and offers employees the option to purchase supplemental LTD. The plan pays benefits if the employee's disability lasts longer than ninety (90) days. If the employee remains disabled, the benefits are payable to age sixty-five (65). Basic LTD benefits are taxable but supplemental benefits are not. Benefits are paid for as long as the employee is totally disabled; they stop when the employee returns to work, reaches age sixty-five (65) or at death.

Rural/Metro comprehensive benefits package facilitates recruitment and retention of the industry's highest quality EMS providers. We will continue to offer the same or substantially similar benefits throughout the term of the contract.



Compensation

Rural/Metro is dedicated to being the employer of choice. Our commitment to employees is reflected in the competitive compensation and fringe benefit plan we offer. Every year, Rural/Metro runs salary comparisons on a national and local level, comparing cost of living indices and salary differentials, to ensure our compensation remains competitive.

24-Hour Shift

Position	Minimum	Midpoint	Maximum
EMT	\$30,492	\$32,964	\$38,115
Paramedic	\$47,432	\$50,481	\$56,918

10-Hour Shift

Position	Minimum	Midpoint	Maximum
EMT	\$9.50/ Hour	\$10.25/ Hour	\$14.75/ Hour
Paramedic	\$14.00/ Hour	\$16.75/ Hour	\$24.07/ Hour

Annual Reviews & Merit Increases

Annual reviews are conducted to identify staff members who have made significant contributions to their department and the company, and to reward them differentially according to the level and quality of their achievements and contributions. Annual merit reviews are designed to encourage excellence and provide an opportunity for individual performance goals to be aligned with organizational goals and strategies.

Promotion Policy

Employees may be promoted once they receive the next level of license (i.e., EMT achieves Paramedic licensure). Employees who are promoted shall retain all incentives and longevity raises received prior to their promotion. Additionally, any open position is posted for a minimum of 7 days, and interested qualified employees are encouraged to apply.

Overtime

All employees are compensated at a rate of one and half times their regular pay rate for all hours actually worked in excess of 40 hours in one week. Rural/Metro reserves the right to schedule and assign work duties for regular and overtime work.



Holdover

A holdover is defined as any duty assignment preventing an individual or crew from clocking out at their scheduled end of shift time. Employees already at work may be required to work a period of time immediately following the conclusion of an assigned shift; this is called the “holdover” period. At no time will holdover requirements conflict with work time allowed by the contract.

Call-In Policy

On occasion, an employee may need to be called in outside of their normal shift. This occurs any time an employee is called in for any length of time outside of the employee’s scheduled workweek. Employees called in after they have clocked out at their scheduled end of shift time and have left the facility are provided four (4) hours work or will receive four (4) hours of pay.

Rural/Metro employees receive information regarding their benefit eligibility, options, costs and enrollment procedures in the New Hire Packet, which is distributed during orientation. Benefit information, including summary plan descriptions, is also available to employees at all times via our website: www.myrmbenefits.employee.com or by calling an 800 number.

7. The Contractor must have in place a program for random drug screening of all personnel providing response under the contract. Further, the Contractor will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary. Proposer shall provide a copy of its drug testing/screening policy with its proposal.

Rural/Metro currently has a program in place for pre-employment and post-accident/cause for drug screening of all personnel providing response under the contract. Upon successful negotiation of the contract, we will institute a program for random drug screening as required. Further, Rural/Metro will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

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

In an effort to provide quality and timely customer service and continually improve operations, Rural/Metro has a formal procedure for tracking customer inquiries, whether complaints, concerns or compliments, from initial customer contact to issue resolution. All complaints from the CFD will be



answered in writing within 48 hours to include the actions and corrective actions already taken or underway.

All customer inquiries, written or verbal, regarding Rural/Metro's service are recorded on a Customer Inquiry Report Form. Because inquiries enter the system through various channels—877 number, communications center, website, direct contact, etc.—the Rural/Metro employee who receives the inquiry, regardless of location or position, completes the form. It is then forwarded to the EMS Office Manager, who enters the inquiry into the Master Customer Inquiry Log and then delegates its resolution to the appropriate Rural/Metro department and employee.

To enhance our customer service, Rural/Metro will publish on its local website a Customer Access Hotline number to provide internal and external customers and system participants with a method to contact the General Manager to discuss recommendations or suggestions for service improvements. The hotline number will be advertised in local directories and posted in healthcare facilities, fire stations and public safety facilities. All calls to this number will be answered with a message inviting the caller to leave a voicemail message. Calls will trigger a page, and issues will be resolved in accordance with the flowchart provided below. **However, all calls will be answered within 30 minutes, 90% of the time, to communicate to the caller that their message has been received and to advise on next steps.**

Once the customer inquiry is investigated and a potential resolution identified, the employee assigned will contact the customer by telephone and/or in writing. If the customer is satisfied with the resolution, it is documented on the Report form and filed. If the customer is not satisfied, the Rural/Metro employee will ascertain the customer's expectations and work with the appropriate supervisor to determine how to best resolve the concern.

If the customer inquiry signals an area for improvement, then the employee and appropriate supervisor will determine how to implement the improvement. If employee disciplinary action is necessary, appropriate actions are taken in accordance with company policies.

The Division General Manager and Market General Manager evaluate entries each month and quarter to identify any trends, both positive and negative, and appropriate next steps. The flowchart provided on the following page illustrates the inquiry management process.

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

Crews are equipped with mapping software to assist in responding to 911 calls. While this assists in providing a quick picture of the location of calls and expedites responses, territory training and knowledge of the area these crews are stationed is extremely important. 911 crews participate in 1-hour of mandatory territory training per work set to learn streets in neighborhoods, where streets change



names and where they are blocked, etc. In addition, EMS supervisors conduct random map testing with crews to ensure that these crews are familiar with the community they serve.

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

Safe vehicle operation is one of Rural/Metro's highest-priority safety initiatives. Our comprehensive driver training program currently meets annual State requirements for EVOC training. Rural/Metro will provide the County with monthly reports on driver performance or other reports as requested by the EMS Coordinator and the EMROC.

Employee training begins with an eight-hour, nationally recognized Certified Emergency Vehicle Operator 3 (CEVO 3) driving training course from Coaching Systems. The program is led by one of Rural/Metro's lead CEVO 3 instructors, under the direction of the company's national expert in driver training and monitoring.

Required upon initial hire and mandatory for all employees who operate a company vehicle, this program teaches students defensive driving skills. Rather than waiting for a situation to occur, CEVO instructs employees to drive in a manner that avoids circumstances that cause accidents. Employees learn navigation skills for moving through traffic safely, and instructors challenge participants to develop solutions for varied circumstances. The course addresses backing up, parking with caution, ambulance hydroplaning, nighttime driving, hospital approach, patient drop off, tailgating and more (see course outline table, below). Rural/Metro takes the CEVO training one step further by adding modules that focus on intersections, as the majority of accidents involving EMS vehicles occur in or near roadway intersections.

All employees are required to attend mandatory training on new equipment and protocols as well as the Defensive Driving Program (DDP) (CEVO III). The DDP course reviews safety techniques and skills to use when operating an ambulance in routine and emergency traffic. All ambulances within the company are equipped with a drive-cam driving monitor system which is set off by actions which trigger the system including hard-braking, sharp turns, and any impacts. Clips from these videos which are collected from other operations are used to assist in providing additional training as well as showing good responses. Utilizing these real-life clips along with the classroom portion helps crews retain the information. The driving class is re-enforced with a field driving course where the instructor monitors the skills and grades the response. Any employee who does not successfully complete the training would be required to attend additional training. Only successful completion of the course allows an employee to have driving privileges.

In addition to DDP, Rural/Metro's complete 60-hour driver education course integrates mapping training and cone/course skills assessments. The assessment portion includes employees driving with trained



Field Training Officers. The employees must complete a 250 point skills packet before they are allowed to operate any vehicle on their own. The program also covers Rural/Metro's accident reporting and review process, as well as Event Recorder systems (described below). Following is a course outline for the CEVO 3 program.

CERTIFIED EMERGENCY VEHICLE OPERATOR 3 COURSE OUTLINE

SESSION 1 (45 MINUTES)

- Introduction
- Response Book: Self-Appraisal
- Video Presentation: Introduction/Vehicle Inspection
- Response Book: Discussion/Questions

SESSION 2 (50 MINUTES)

- Video Presentation: Cushion of Safety
- Response Book: Situation Analyses/Discussion Questions
- DVD/PowerPoint: Situation Analyses

SESSION 3 (70 MINUTES)

- Video Presentation: On the Road
- Response Book: Situation Analyses/Discussion Questions
- DVD/PowerPoint: Situation Analyses

SESSION 4 (45 MINUTES)

- Video Presentation: Special Considerations
- Response Book: Situation Analyses/Discussion Questions
- DVD/PowerPoint: Situation Analyses

SESSION 5 (2.5 HOURS)

- Video Presentation: Emergency Driving
- Response Book: Situation Analyses/Discussion Questions
- Operator Learning Teams
- Collision Reporting Procedures
- Response Book: Self-Appraisal Review
- Operator Test

Upon completion of the Driver Training coursework and prior to operating an ambulance, new hires are placed into a Field Training Program that includes objectives on area familiarization. Candidates must successfully complete these mapping objectives with a Field Training Officer prior to being released for duty. Rural/Metro requires all employees to attend annual refresher training to ensure continued competence and to reiterate our safety priorities and safe driving policies, which includes the Vanessa K. Free state-mandated training.



In addition to annual training, Rural/Metro's Risk Management Division distributes weekly email newsletters that address a variety of health and safety topics, including safe driving practices. The CORE FOUR (intersections & U-turns, rear-end, backing and changing lanes) are considered to be the highest risk driving activities. As such, the company uses the newsletter to reinforce safe driving practices.

DriveCam Event Recording System

In addition to classroom instruction, mapping skills assessment and street/cone course training and assessment, Rural/Metro's safe driver program incorporates G-force activated event recorders in all company vehicles to continually monitor for safe driving practices as well as reduce the company's liability in the event of a collision. Our ambulances are currently equipped with the DriveCam system.

DriveCam is a compact, self-contained camera unit installed in all Rural/Metro vehicles. The camera activates and begins recording following a G-force trigger caused by braking, swerving or a collision. The device records and captures a 20-second loop of video, including the 10 seconds prior to and after an incident. The camera provides a 120-degree view of both inside and outside the vehicle—valuable footage that's used to assess crews' actions and adherence to protocols during the event. DriveCam also features a "panic button" that crews can activate if they wish to document an unusual occurrence.

DriveCam data are downloaded daily, and supervisory staff reviews all footage to ensure appropriate documentation and action. Incidents are evaluated in a peer-review setting and are used to identify areas where we can improve training, equipment or policies to prevent recurrence. Crews are typically very supportive of the cameras, as the videos have exonerated many employees following a collision, particularly when another party provides a conflicting account of the circumstances.

Importantly, the system not only documents adverse events, but also helps to identify our safest drivers. To encourage and reward good driving habits, Rural/Metro recognizes employees found to have prevented an accident with Safe Driving Awards.

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

All Rural/Metro field personnel are currently trained and certified as NIMS compliant. Classes include ICS-100, 200, 700 and 800.

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



Training Act of 2005, and (h) National Incident Management System (NIMS) compliant in ICS-100, 200, 700 and 800.

Rural/Metro Paramedics will be certified/licensed in accordance with the RFP requirements provided above

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

Rural/Metro EMTs will be certified/licensed in accordance with the RFP requirements provided above.

J. QUALITY IMPROVEMENT PROGRAM

1. The Contractor shall develop and have in operation a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the AOC within thirty (30) days of full execution of the Contract.

Rural/Metro provides a reliable, clinically sophisticated system that achieves contemporary benchmarks of clinical excellence while minimizing the potential for equipment failure or human error. Our continuous quality improvement processes, including process measures designed to promote enhanced clinical outcomes, ensure this occurs in a sustainable fashion. Our efforts include a Clinical Quality Improvement Program customized to system needs, a National Clinical Quality Excellence Initiative, and a Corporate-Wide Performance Improvement Strategy. Each of these programs is described below.

Clinical Quality Improvement Program

Rural/Metro's Clinical Quality Improvement process is key in ensuring a high level of patient care. Essentially, this program communicates where we have been, where we are, where we need to go and how to get there. Our experienced Medical Director, in partnership with our Market General Manager and EMS Supervisors are highly experienced at translating clinical quality review findings into priorities for improvement, decisions for resource allocation and opportunities for innovation. We achieve these goals by:

1. Integrating continuous quality improvement (CQI) activities into the operation to such an extent that those practices become an essential and seamless part of EMS routines;
2. Acknowledging that most performance deficiencies are related to a system problem or an educational need, and addressing those issues;
3. Providing effective continuing education that's coordinated with and driven by the CQI process; and



4. Recognizing and providing feedback on calls where we see patient care in line with protocols as well as that which exceeds the minimum expectations.

Quality patient care is a team effort, beginning with the initial call for assistance and ending with patient discharge from the hospital or emergency department. It includes professional, compassionate concern for patients as well as their families and significant others. Rural/Metro is dedicated to being part of this team effort and working cooperatively with the fire agencies and local hospitals to deliver the best possible care to our citizens.

There are certain “core quality principles” Rural/Metro’s Clinical Quality Team will follow to maintain an unparalleled clinical program in Collierville.

Principle 1: Establishing Goals, Standards & Policies

Establishing clear goals, standards, policies and protocols that comply with national, state, regional and local regulations proves key to success. These standards serve as guidelines to provide EMS accountability and transparency. Support from all involved agencies for quality practices is achieved through clearly communicated standards and protocols. Since consensus among the various agencies is essential to the development and enforcement of standards, the Rural/Metro Clinical Quality Team works with the County, hospitals and first responder agencies to implement all standards related to quality improvement. Following are the types of standards that are utilized, including a few examples:

- Patient Care Protocol Standards – Compatibility with existing agency protocols, protocol adherence
- Time Standards – Fractile response times, scene times
- Procedural Standards – Individual and collective success rates for establishing definitive airway control, IV access
- Equipment Standards – Compatibility and reliability of durable medical equipment
- Field Performance Standards – Cardiac Arrest data and success rates, STEMI, Stroke
- Educational Standards – Total and type of continuing education units per year that satisfy State of Tennessee requirements and fulfill any needs identified through the CQI process.

Principle 2: Benchmarking

Benchmarking is the practice of setting operating targets for a particular function by selecting the top performance levels. In a broader sense, benchmarking involves searching for new ideas and best practices for the improvement of processes, products and services. Rural/Metro believes that benchmarking would prove futile if it didn’t involve Medical Director oversight and the service providers’ involvement and commitment to the ideas.

Principle 3: Defining Success



There is little consensus in the literature as to what constitutes “quality” patient care. The most commonly accepted definition of quality care is an increased rate of survival from a life-threatening event. Other, broader patient health care results are also important and include a variety of changes in the patient’s health status. Focusing on the “5Ds” helps Rural/Metro and its partners in the EMS system examine the results of the care they render:

- Death: Did the patient survive to hospital discharge?
- Disability: Did the patient’s status improve due to care rendered?
- Discomfort: Did the patient’s symptoms improve (e.g., pain, breathing)?
- Dissatisfaction: Was the patient (and/or family) satisfied with our service?
- Destitution: Was the treatment provided at a reasonable cost to the patient, the payer and to society as a whole?

Rural/Metro’s Clinical Quality Team continually searches for ways to apply these broad measures as a guide when defining more easily measurable objectives and performance indicators.

Principle 4: Measuring Results

Objectives are measurable statements that are consistent with the system’s key drivers, benchmarks and standards. These objectives serve as performance indicators that yield patterns of performance and trigger quality improvement projects. The Rural/Metro Clinical Quality Team, under the guidance of Rural/Metro’s Medical Director, defines basic performance indicators after the benchmarks and standards are determined. Performance indicators will evolve over time as Rural/Metro, the County and/or other stakeholders identify additional indicators.

Rural/Metro constantly evaluates system performance and the level of care delivered by gathering information from various components of the system. This data is tracked, trended, recorded and used to evaluate the system against the defined performance quality indicators and patient outcomes.

Rural/Metro’s ZOLL RescueNet electronic patient care record (ePCR) system offers a unique opportunity to provide rapid feedback to field personnel and allows for easy tracking of specific issues. Patient Surveys along with other agency feedback are used to validate quality performance or indicate areas for correction or improvement.

Principle 5: Identifying Improvement Opportunities

The primary focus of Rural/Metro’s CQI system is to ensure that field personnel provide the highest quality patient care. They need to be assured that the system in which they work is supportive of this goal. If desired, Rural/Metro will provide the first responder agencies with a unique opportunity to participate in inter-agency CQI performance evaluations. We will then use these evaluations to identify improvement opportunities and to plan continuing education programs that meet the needs of Collierville’s EMS system.



We listen carefully when our system partners suggest clinical improvement opportunities. The Clinical Quality Team will solicit feedback from field staff, Collierville Fire Department, the hospitals or other system stakeholders.

In addition, an expanded CQI team comprised of EMTs and paramedics, first responders, field supervisors and the Clinical Quality Team meets on a regular basis to identify new and/or modified products and services or production/delivery processes. For example, the team might identify the need for an improved piece of equipment, select and purchase brands to test in the field, test the equipment in the field, meet again in committee to discuss the findings, and then create a plan of action to deploy the equipment system-wide. Items deemed essential to patient care and safety receive priority, and we inform the County of any critical new technology or innovations prior to system-wide rollout.

Principle 6: Action Plans Involving All Stakeholders

When opportunities for improvement are identified through the CQI process, Rural/Metro uses a variety of methods to enhance the system. All action plans respond to needs for system improvement and education first. Rural/Metro’s Clinical Quality Team identifies opportunities to employ an interagency approach to implementation of improvement plans. Cross-functional teams that include other stakeholders are used whenever appropriate to address issues related to service delivery or equipment.

The QI program is reviewed on an ongoing basis, but a formal review occurs monthly, with representatives from the County, the fire agencies, hospitals and other system stakeholders invited to participate. All action plans will include a method for evaluating the plan’s success.

Identification of Issues

Using the data sources illustrated in the diagram, Rural/Metro’s internal Clinical Quality Team, headed by the Medical Director and Market General Manager, may identify an issue as an exception or a major exception. Exceptions are tracked to facilitate identification of trends that indicate the need for system-wide training or process enhancements. A trend that deviates from acceptable performance may be resolved via several avenues, including direct communication with field personnel via individual or group meetings and written correspondence, or training program enhancements or additions. Once an issue is identified, the Clinical Quality Team determines the appropriate method and timeframe for resolution, and all actions are documented.

Rural/Metro’s CQI Program includes prospective, concurrent and retrospective practices to ensure the quality of every patient interaction, and to identify and correct any clinical problems.

Prospective CQI Practices

Standards of Care and protocols enhance delivery of patient care in collaboration with other system components. Employees have access to Rural/Metro and County protocols. These are provided in hardcopy upon hire and with each revision, as well as electronically via the web. All employees are



oriented to and required to comply with applicable company, state and local policies and procedures. Field personnel attend medical training and receive updates as needed on their scope of practice, protocols and policies.

The Clinical Quality Team integrates system CQI indicators into the system monitoring routine and seeks feedback, provides data and looks for areas in need of adjustment or improvement. The team also regularly reviews policies as necessary and ensures any changes are promptly integrated into the operation.

Prospective CQI practices also include the development of EMS careers through outreach to local high schools and colleges to interest local students in careers in EMS, and then mentor them through internships.

Concurrent CQI Practices

The Clinical Quality Team and Market General Manager monitor clinical activity and call volume on a daily basis and refer any issues to appropriate staff for follow-up. Field personnel have multiple continuing education/skill improvement opportunities. Rural/Metro continually seeks out data-driven CQI initiatives to integrate into ongoing training to respond to evolving system needs.

Rural/Metro's Clinical Quality Team also communicates issues relevant to performance variations to the appropriate County or municipality representative, hospital and fire agency designees.

Currently, we are working closely with Methodist Healthcare on a ride-a-long program, which will put emergency department physicians and nurses on the truck to ride. The goal is to improve communication from the field to the hospital and give doctors and nurses, and paramedics and EMTs a closer look at what is key in providing the best patient care.

Retrospective CQI Practices

The Clinical Quality Team reviews ***a pre-determined protocol(s) each month from*** all pre-hospital patient records where CQI criterion was performed, and all those areas specifically identified by the Medical Director. The Quality Improvement team, including the Medical Director meet monthly to review pre-determined protocols or chief complaints (clinical indicators, see below). These runs are reviewed to compare against current medical protocols. All runs receive comments and feedback from the team; some are areas of improvement needed and others are indications where good and phenomenal patient care is noted. The team works to also gather information from the hospitals as well to allow crews to have feedback on how their patient care makes a difference in the life of the patients we treat.

Rural/Metro ensures the provision of quality care through random audits of prehospital patient records via the ZOLL RescueNet ePCR system, including calls involving transports of combative patients, non-



transports, certain pre-hospital interventions, including intubation, IV starts, etc. The Clinical Quality Team follows up with individual and/or system-wide education.

Any internal or external party (hospital, Fire Department, patient, etc.) can recommend an employee receive commendation for clinical excellence. Commendations are awarded to the provider in a peer setting for proper public recognition and placed in the employee’s file for record.

Rural/Metro has been a partner with local hospitals on developing protocols which start in the field and continue in a hospital setting, ensuring steps in the field match compliment hospital protocols to maximize the benefit to the patient. This includes STEMI recognition and notification as well as induced hypothermia (Dr. Ice). Rural/Metro also performs focused audits upon request by the County or participating municipalities. Field personnel are also encouraged to follow-up on the outcome of their patient interventions by contacting the Clinical Quality Team to request follow-up (within HIPAA guidelines). Area hospitals have made this follow-up even better providing immediate feedback on STEMI and stroke patients, often during the same shift. These efforts have proven extremely effective. Rural/Metro boasts a 55% survival rate for cardiac arrests.

Clinical Education

Continuing education goes hand-in-hand with clinical excellence and our commitment to quality patient care. As an accredited site for the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS), Rural/Metro offers a vast variety of educational opportunities for current employees and the first responders we partner with in the contracted area free of charge.

On average, Rural/Metro’s training department offers 70 hours of continuing education a month and more than 800 hours in the last year. Classes include protocol updates, ACLS/PALS, EZ-IO training, 12-lead interpretation, as well as protocol specific training based on the needs of the operation and the result of our monthly QI reviews. All training classes are posted online and open to all EMS professionals in this area. Our training website is www.ruralmetrotraining.com.

Monitoring of Clinical Indicators

Rural/Metro routinely monitors several key clinical performance indicators to verify protocol compliance and competency among field personnel. Indicators can and will be modified based upon evolving system needs and with the input of the County and Medical Director. Following is a summary of the current clinical indicators Rural/Metro monitors on a routine basis.

ASPECT OF CARE	INDICATOR	METHODOLOGY
Cardiac arrest	Return of spontaneous circulation (ROSC) in non-traumatic adult cardiac arrest victims. Time down, time to CPR, AED, initial rhythm,	ePCR report review, complete cardiac arrest form Total arrests, total saves % ROSC



ASPECT OF CARE	INDICATOR	METHODOLOGY
CPR	defibrillation. Discharge from Hospital. Perform high-quality CPR for non-traumatic adult cardiac arrest victims as indicated in most current AHA guidelines.	100% chart review Review as above (90%) Effective compression rate: 90-110 per min Airway interventions 100% chart review
STEMI	Rapidly identify STEMI patients by medical history and physical exam. Confirm with 12 lead EKG. En route to CPI hospital in 15 minutes or less.	Query ePCR STEMI data and CAD data. Crew must complete an auto-generated STEMI evaluation triggered in the ePCR. 100% chart review
STEMI	Administer ASA, O ₂ , nitrates and pain control unless contraindicated (100%)	Review STEMI data in ePCR system to determine percent receiving treatments. 100% chart review
Stroke	Administer O ₂ , Stroke Screen, blood glucose evaluation, EKG & 12-lead, transport to appropriate destination. (90%)	Query ePCR data to determine percent receiving appropriate treatments and stroke screen followed. 100% chart review
Advanced Airway	Number and success rates of endotracheal intubation. Rescue airways if needed. Capnography to confirm and continued monitoring during transport.	Review ePCR data of all advanced airway calls to determine evidence of ETCO ₂ 100% chart review
Trauma	Stabbing/gunshot/accident victims requiring Trauma Alert transport will have scene times ≤ 10 minutes (90%)	Review ePCR data and CAD report time-on-scene for Determinant Code requiring Trauma Alert. 100% chart review
Against Medical Advice (AMA)	Patients meeting contact criteria who refuse care/transport must be assessed to establish competency, med. Condition, and potential risks	Review all charts for evidence of patient assess/competency. Explanation to patient and proper signatures 100% chart review



ASPECT OF CARE	INDICATOR	METHODOLOGY
Pain Management	Patients with a pain scale of ≥ 5 with suspected long-bone fracture or pain of cardiac origin should receive appropriate pain medication unless contraindicated. (90%)	Review all charts with documentation of suspected long-bone fracture and pain scale ≥ 5 to determine frequency of pain med administration. 100% chart review
IO	Medics will achieve successful intraosseous (IO) access (90%)	Review 100% of charts with IO attempts and determine: Rate of success Adherence to protocols
CPAP	CPAP use in severe dyspnea patients (90%)	Query ePCR for dyspneic patients to determine percent CPAP used. 100% chart review
Pacing	Medics will achieve successful external cardiac pacing (90%)	Review 100% of charts with external pacing attempts and determine: Rate of success Adherence to protocols

Clinical Inquiry & Complaint Management Process

Rural/Metro’s Quality Assurance Manager maintains a comprehensive customer service inquiry and unusual occurrence reporting system that tracks all inquiries. Should an inquiry not be resolved in the appropriate time, it is automatically “escalated” to the senior management level for prompt resolution. Serious patient care issues are promptly reported to the Medical Director.

ePCR System

Rural/Metro utilizes the ZOLL RescueNet ePCR system to accurately capture patient care data securely in the field. We currently use this system for on-scene patient care reporting in Shelby County, and will provide and maintain the ZOLL system or a superior ePCR platform throughout the term of our contract.

The RescueNet ePCR program is integral to our continuous clinical quality improvement processes, as it has the ability to monitor and provide important data related to patient care to our Medical Director and leadership team. Field employees enter every field intervention conducted, including but not limited to, vital signs, pulse oximetry readings, oxygen administration and spinal immobilization.

Rural/Metro uses these reports to establish benchmarks and performance standards for field providers. The Clinical Quality Improvement team, in collaboration with the Medical Director, can customize the report to track any one of the interventions documented in the patient care report. Additionally, reports



can be generated based on chief complaint or pertinent medical history to monitor treatment modalities used by the field providers.

The ZOLL RescueNet, system offers unique features to assist in measuring performance, including:

- The ability to customize reports to view any aspect of our clinical performance, including:
 - Compliance with documentation standards;
 - Individual skills proficiency;
- The ability to create color charts, graphs or other visual tools for the presentation of data;
- The ability to view patient care reports as soon as they are completed; and
- The ability to give field personnel immediate feedback, flag cases for review, or make clinical suggestions

In addition to recording and reporting important clinical data, the system ties directly into Rural/Metro's billing system, ensuring the fast and accurate capture of patient charges. Crews are required to complete specified data fields before a record can be closed, ensuring complete documentation and accurate billing of patient care services.

We remain committed to providing a user-friendly, cutting-edge ePCR system that provides the clinical reporting and documentation necessary to ensure clinical quality and accurate billing practices.

National Clinical Quality Excellence Initiative

Rural/Metro Corporation has established a national clinical excellence initiative, which brings to the table medical directors and local managers to share best practices, local initiatives, and benchmarks to determine companywide quality improvement opportunities, measurements and standardization of protocols.

Meeting several times during the year, under the direction of national medical director Dr. Michael Sucher, area medical directors and managers have a unique opportunity to bring new information to the group and to discuss national challenges, such as drug shortages, and emerging medical concerns seen in the field, such as use of "bath salts." The goal is to ensure our patients have the best patient care while also promoting the safest possible work conditions.

Rural/Metro's corporate initiative to improve clinical excellence by standardizing protocols, utilizing best practices and sharing data will provide additional support and insight into our clinical quality program locally. As a national company, Rural/Metro is able to leverage an incredible amount of patient care data collected from the approximate 700 communities where we provide service. These data will be used to ensure our efforts are delivering expected results, and that best practices are utilized throughout the nation. The initiative targets three key clinical areas, including data collection and protocol standardization (wherever possible) for the following:



STEMI	Stroke	Cardiac Arrest
<ul style="list-style-type: none"> • Track Drugs Used – Aspirin, (remove Beta Blockers?), Nitro, morphine, etc. • Track lead time – Goal is to give a 20 minute head start for the hospitals • Time Medic notified hospital of the STEMI (or not) • Track how many minutes prior to arrival STEMI notification was given • Track on-scene time • Tracking time aspirin was given per Dispatch and separately by the crew • Track by paramedic – personnel database to track procedure /protocol compliance • How long does it take to get the 12 Lead to the hospital? • Tracking missed vs. identified STEMI calls and sharing with the Medics and MDs 	<ul style="list-style-type: none"> • Track time for Stroke ID - standard for Stroke identification is critical • Pre-arrival notification time is key • Collect a Contact number/info (witness and family) • The time from identification of Stroke to hospital notification • Track Who/What/When/Where, unit#, deterioration of patient • Tracking offload/care times: ADHS recommended this could be a national data point • O₂ Saturation level should be metric to track – 94% min. • Measure and track the discharge status • Recognition of care times is critical 	<ul style="list-style-type: none"> • Track high quality outcomes • Track time to cool and how long we cooled the patients • All CCR interventions must be documented: Any deviations from CCR protocol must be studied for raw numbers, provider and intervention specific

In support of this effort, we are actively working on several tools, including configuring ePCR data points and developing a blog/listserv through which our local Medical Directors/Advisors can share data and exchange ideas. We are also working on developing a national awards program to recognize local operations for standout efforts in achieving clinical excellence. Posters and educational materials are being developed for deployment to field crews throughout the organization.

We believe Rural/Metro provides one of the country’s most aggressive clinical programs. We remain committed to ensuring our providers deliver the best possible patient care in full compliance with the appropriate scope of practice and all existing regulations. Our program continually evolves to keep pace with system and industry changes. We welcome the opportunity to collaborate with the County on additional enhancements to our already strong program.



In addition to review of key clinical indicators, Rural/Metro’s Corporate Compliance department provides educational opportunities for crews on appropriate documentation, assisting with patient care, and compliance with state and federal Medicare guidelines. Billing Quality Assurance team members review run tickets daily for compliance with SOPs and medical protocols, signature requirements, insurance information and necessary patient information.

Company-Wide Performance Improvement Strategy

Rural/Metro Corporation (RMC) utilizes a ‘state of the art and science’ EMS performance management system we call Management for Performance (M4P). M4P incorporates a variety of best practices in quality / performance management from mainstream industry as well as the healthcare and EMS industries.

The business case for RMC’s strategy stems from the premise that the M4P program contributes towards improved patient outcomes and patient satisfaction. These improved outcomes and satisfaction levels are demonstrated by better performance metrics that can be shared with institutional and government clients, leading to improved brand perceptions and customer loyalties. This enhances RMC’s marketplace differentiation and helps establish a sustainable competitive advantage. This cascade is illustrated in Figure 1, below.



Figure 1 – Business Case for Managing for Performance (M4P) Program

M4P is derived from an approach called integral management that is becoming popular with leading edge organizations. The premise behind integral management is that organizations need more than technical expertise to be successful over the long term. They must also be adept in dealing with the human elements of organizational culture, emotional intelligence, ethics and other disciplines. That is why M4P approaches projects from an ‘Integral theory¹ has evolved over the last 30 years to bridge many of the disconnects between management disciplines. Many performance improvement strategies

¹ More detailed information on Integral Theory can be found in a wide variety of sources, including the peer-reviewed *Journal of Integral Theory and Practice* - <http://aqaljournal.integralinstitute.org/Public/Default.aspx>.

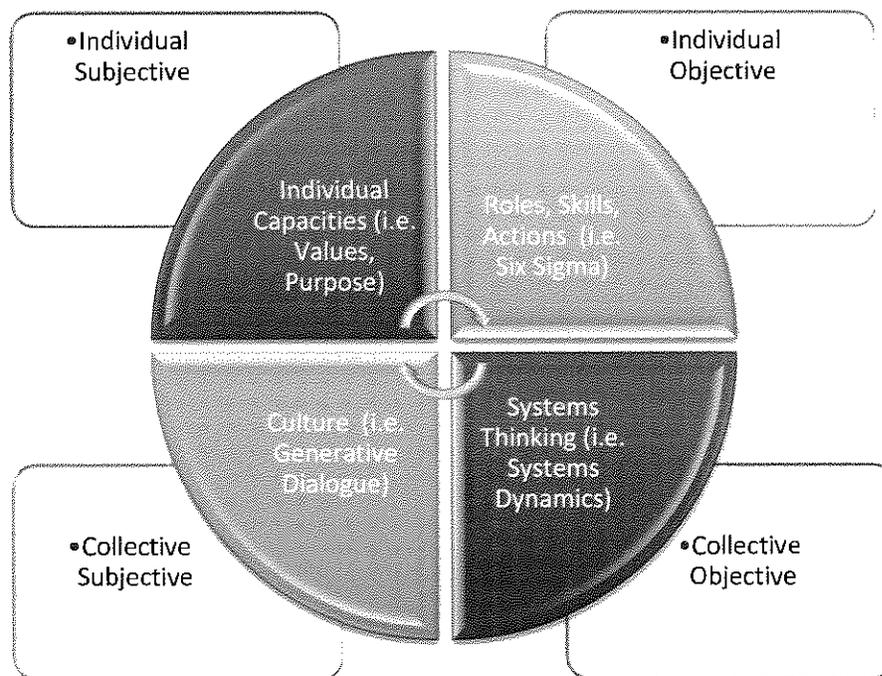


have a tendency to either be very quantitative, very theoretical, or very social in their organizational reviews and integral' perspective.

Integral theory² has evolved over the last 30 years to bridge many of the disconnects between management disciplines. Many performance improvement strategies have a tendency to either be very quantitative, very theoretical, or very social in their organizational reviews and recommendations. While each of those perspectives has value, their singular application or emphasis does not provide a lasting solution.

An excellent technical solution that disregards the social / cultural factors in an organization is very likely to fail. This is why some approaches look great on paper, but can prove catastrophic upon real world implementation. The integral approach, rooted in the lessons of 30 years of applied business research on integral theory, is used to provide a more balanced approach to that offers a more sensible strategy for optimizing performance for the long term.

At a high level, the framework for doing this type of work calls for solutions that address all four quadrants of the Integral Framework as shown in Figure 2, below. This framework was used to craft a comprehensive M4P strategy with a set of corresponding organizational development and quantitative problem solving tools. The goal is a sustainable quality improvement program that yields clearly demonstrable benefits to clients, RMC, and the patients and communities the company serves.



² More detailed information on Integral Theory can be found in a wide variety of sources, including the peer-reviewed *Journal of Integral Theory and Practice* - <http://iaqajournal.integralinstitute.org/Public/Default.aspx>.



Figure 2 – Integral Framework

This integral approach will help RMC's EMS operation centers:

- Integrate their organizational vision and culture with sound improvement methods using robust data analysis tools and processes.
- Maximize return on investments in their training of management and front line staff
- Make data driven process improvement a part of their organizational culture.

CAAS Accreditation

To demonstrate our commitment to providing the industry's finest emergency medical services, Rural/Metro commits to achieving accreditation from the Commission on Accreditation of Ambulance Services (CAAS) within 48 months of the contract start date. CAAS accreditation is an in depth way to strategically evaluate our entire delivery of care and customer service. Accreditation provides impartial third-party verification that we meet or exceed the most rigorous standards in the ambulance service area. Importantly, it will communicate to Collierville residents that their ambulance service provider is qualified and capable of delivering the EMS care they or their loved ones need during a medical emergency.

Rural/Metro has achieved accreditation in several communities throughout the United States, including Knox County, Tenn. We believe our service currently meets CAAS's rigorous standards for clinical and operational performance. Achieving accreditation will provide third-party verification and insight into how we're meeting our objectives.

Resource Access Program: Outreach to Curb 911 System Misuse

As an integral member of the EMS system and the community, Rural/Metro proposes to partner with the Town of Collierville to curb 911 system abuse and misuse. In the current system, Rural/Metro utilizes a non-transport fee in conjunction with our QI process and Medical Director Joe Holley, to help deter abuse while ensuring these patients still receive the medical care they need. As an enhancement to our current service, we will no longer charge a non-transport fee. We propose to initiate an alternative program designed to address the root causes of system misuse—efforts that will benefit the patients and every EMS system partner. We recognize our unique role in the community and are eager to develop a lasting and beneficial solution to this growing challenge.

Our community has changed over the last five and a half years. The current economy has resulted in a growing population of unemployed and/or uninsured patients who turn to the 911 system for health care. We are seeing a vast change in the types of calls received in Shelby County, including:

- Patients waiting longer to call 911 with serious health issues;



- Patients who want EMS to treat their condition out of fear that they won't be able to afford an emergency department bill. This type of treatment rarely offers a long-term solution to a health problem; and
- Calls which could be avoided if preventative care had been available.

Misuse of the 911 system is a national problem, placing a heavy burden on dispatch centers, first responders, ambulance service providers and hospitals. To address this growing issue, Rural Metro MidSouth will work with local agencies and non-profits on organizing a proven initiative called RAP, or the Resource Access Program.

The original RAP initiative began as outreach program by the City of San Diego and Rural/Metro several years ago. The program works in two ways, by curbing an abuse of the 911 system and referring those patients to additional resources which can help provide long-term health solutions.

Rural/Metro commits to working closely with our medical director, local fire agencies and law enforcement to launch this program. Currently we are working on outreach to agencies such as the Memphis-Shelby County Health Department and the Church Health Center to develop resources for our citizens and to identify the best way for Rural/Metro to help with community outreach and volunteering resources at these local agencies.

Using current data, which tracks non-transport, we have identified the system's heaviest 911 users. Our outreach will begin with those patients. Every day our RAP outreach managers will review non-transport calls from the previous day, determining which repeat callers are on the list and reviewing run information on all non-transport. These managers will be responsible for follow up calls and visits to determine the needs of the patient.

We will work in conjunction with Collierville Fire Department to flag the addresses of our repetitive callers. This will allow the EMS supervisor immediate notification of the call and will expedite follow-up with the patient.

Our RAP outreach manager will follow up with the patients, identifying what their needs are and the best way to assist them. By partnering with organizations like the Memphis Shelby County Health Department and the Church Health Center, we can assist these patients in getting preventative and long-term medical treatment, reducing the need to use the 911 system as their first line of medical care. We want patients to call 911 when they feel they need it, but we also want them to live a healthier lifestyle and have access to appropriate and effective medical treatment. Below are some general scenarios we have encountered and possible resolutions we can find.

- Scenario: A patient calls several times a week for lift assist having trouble getting in and out of bed. Solution: Work with local health professionals for a companion to visit the patient and be there at night or in the morning to help.



- Scenario: Bi-weekly calls to a patient whose blood sugar is dangerously low. Solution: Provide education to the patient on diabetes and follow up with routine visits to check on the patient and make sure they are following up with their primary doctor.

All call information and research will be reviewed during our QI reviews with our Quality Improvement Team and Medical Director. In any situation, if we recognize an abuse of the 911 system, our medical director and fire agency responding in that area will be involved before implementing any policy or protocol changes.

This is a program we are committed to implementing and will further explore these opportunities within Collierville. Ultimately, we seek to improve patients' health by connecting them with appropriate community resources while also conserving the EMS system's limited resources for patients truly in need of emergency medical response and transport.

K. FIRST RESPONDERS

1. The Collierville Fire Department has an Advanced Life Support first responder program. The Contractor shall cooperate and coordinate its activities and services with first responders for integrating the Contractor's services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

Rural/Metro has a history of working in partnership with its fire agency partners. We will cooperate and coordinate our activities and services with the first responders to ensure integration and to enhance patient care through mutual cooperation.

All Rural/Metro training programs will continue to be open at no cost to Collierville Fire Department. We will also participate in any desired Collierville exercises, including live burns, and will provide rehab services for the CFD during drills or actual fire responses as requested.

We are also committed to participating in CFD community outreach and education efforts. Currently, Rural/Metro works side-by-side with local law enforcement and fire departments to provide infant and child safety seat checks. In addition, Rural/Metro offers free CPR classes in the community and would CFD's participation in these events.

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

Rural/Metro understands and agrees that the first agency on the scene has primary responsibility for patient care until such Paramedic or EMT transfers said care as provided for in Tennessee law. The highest ranking fire department officer on the scene has full scene control as Incident Commander and



all radio traffic to dispatch is handled through the Incident Commander or as directed by the commander on the scene.

Our employees are trained in the Incident Command System and will continue to operate on scene under the command of the Incident Commander and in accordance with Tennessee law.

Project Management

5.2.4.3 Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the project schedule.

As the current provider in the Town of Collierville, Rural/Metro has all personnel, facilities and processes in place and ready to begin providing seamless service under a new exclusive contract with the Town. Upon contract award, Rural/Metro will immediately initiate the rollout of the vehicle, technology and equipment requirements delineated in the RFP and agreed to in this proposal.

Upon selection and award of the contract, Rural/Metro will meet with key leaders within the Town's administration and Fire Department to determine policies and procedures to be put in place, meeting Rural/Metro as well as the Town of Collierville's guidelines. We will agree upon a deployment model allowing us to meet the response time criteria set forth. At this time, a timeline for implementation will be outlined with regular updates from Rural/Metro until the implementation is complete.

During the contractual period, Fire Department leaders will have access to our 24-hour EMS Battalion as well as local management, Division and Market General Managers to resolve any issues in a timely fashion. We will work together regularly to review calls and ensure contract compliance making shift changes and deployment based on the needs of the citizens of Collierville.

Our management team offers unparalleled skill and EMS tenure. Together, they bring more than 150 years of hands-on 911 management experience to their leadership roles. All of our leadership team members have deep roots in the community, and remain committed to their current roles in Shelby County and the Town of Collierville. The company will ensure that these key personnel, or key personnel with equal or superior qualifications, continue to fill these roles throughout the contract term.