

# **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**

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**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**

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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*.

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

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### 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

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### **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

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### 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

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### **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

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### **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**

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**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 10<sup>th</sup> 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

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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.***

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Proposer Signature and Date

**ATTACHMENT 9.2: Cost Proposal Format**

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**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.*

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Proposer Name

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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	<b>ALS Ambulance Services for the Town of Collierville.....</b>		

**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.

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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	<b>Basic Proposal Requirements</b>
<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**

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**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**

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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.

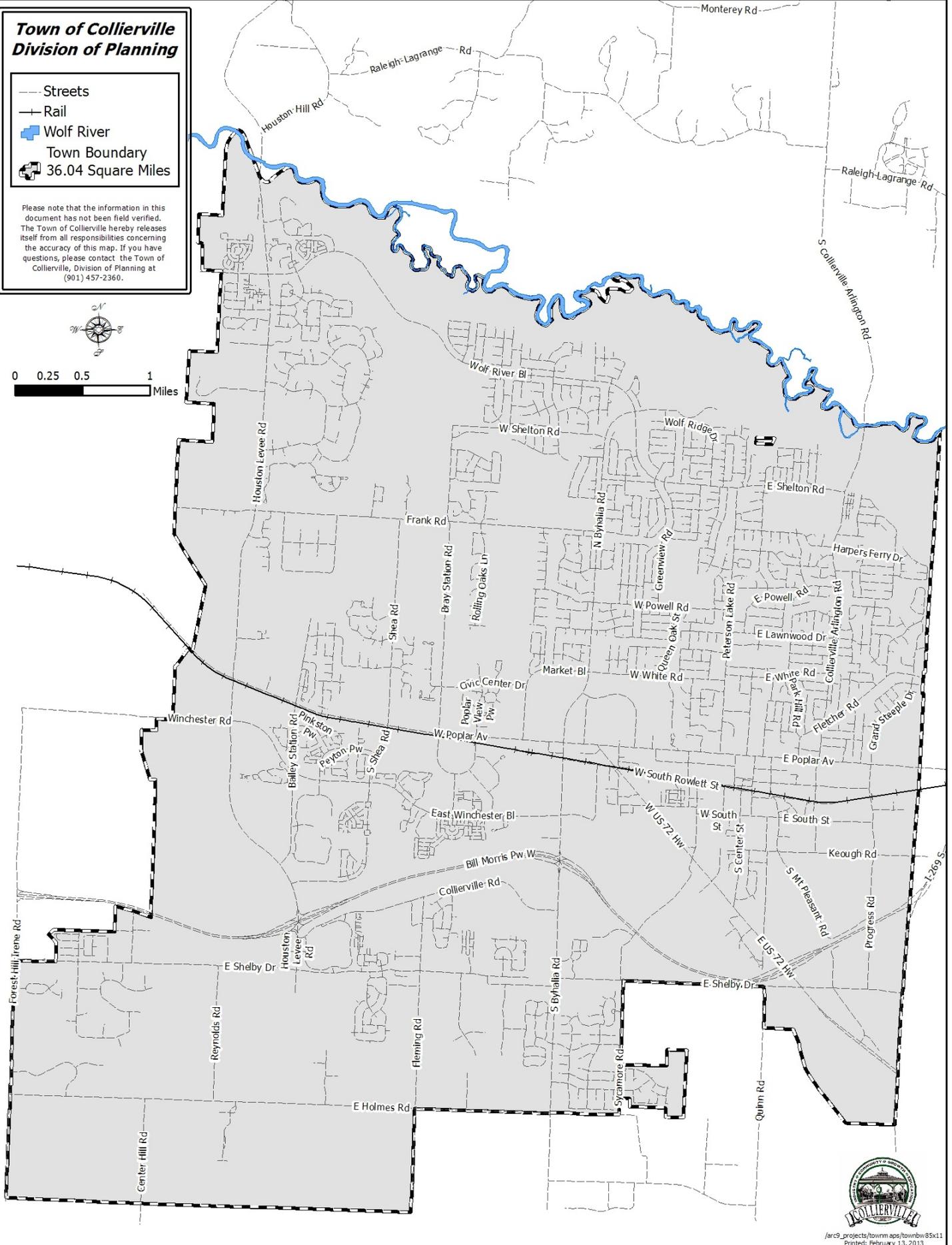
**Town of Collierville  
Division of Planning**

- Streets
- +— Rail
- ☐ Wolf River
- ▬ Town Boundary
- ☐ 36.04 Square Miles

Please note that the information in this document has not been field verified. The Town of Collierville hereby releases itself from all responsibilities concerning the accuracy of this map. If you have questions, please contact the Town of Collierville, Division of Planning at (901) 457-2360.



0 0.25 0.5 1 Miles



jarc9\_projects\townmap\townbw85x11  
Printed: February 13, 2013

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

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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**

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### **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)