

1. SUBMISSION OF A PROPOSAL:

A. A written narrative describing the method or manner in which the Respondent proposes to satisfy requirements of this Request for Proposal (“RFP”).

B. A description of the Respondent’s experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

C. Statement should be no more than twenty-five (25) pages; single sided, standard, typed, print on standard 8.5 x 11 papers. Respondents shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the Saline County Emergency Medical Services (“EMS”) Board for completion.

D. Proposal’s may be submitted electronically in addition to two (2) hard copies. Please submit your documents on a properly labeled flash drive. The use of Adobe PDF documents is strongly recommended. Files contained on the flash drive or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to Saline County Purchasing Office.

E. Proposal’s will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of Respondents only will be available after the deadline until a contract has been awarded. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

F. Respondents shall submit a proposal based on documentation published by The Saline County Purchasing Office on behalf of the Saline County EMS Board.

G. Proposal’s shall be enclosed in sealed envelopes or packages addressed to the Saline County Purchasing Office, 200 N. Main St., Ste. 116, Benton, Arkansas 72015. The name, address of the firm and RFP name shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

H. Proposal’s must follow the format of the RFP. Respondents should structure their responses to follow the sequence of the RFP.

I. Respondents shall have experience in work of the same or similar nature, and must provide references that will satisfy the Saline County EMS Board. Respondents may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

J. Respondents are advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the Saline County EMS Board to declare any such term non-negotiable. Respondent’s desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

K. Proposal’s will need to be received by **June 18, 2021 2:00 pm local time.**

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Saline County Purchasing Office. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the RFP. The Saline County EMS Board will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. RIGHTS OF THE SALINE COUNTY EMS BOARD IN RFP PROCESS:

In addition to all other rights of the Saline County EMS Board, under state law, the Saline County EMS Board specifically reserves the following:

- A. The Saline County EMS Board reserves the right to rank firms, interview any or all of the Respondents, and negotiate with the highest-ranking firm. Negotiation with an individual Respondent does not require negotiation with others.
- B. The Saline County EMS Board reserves the right to select the proposal that it believes will serve the best interest of the entities making up the Saline County EMS Board.
- C. The Saline County EMS Board reserves the right to accept or reject any and all proposal.
- D. The Saline County EMS Board reserves the right to cancel the entire request for proposal.
- E. The Saline County EMS Board reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- F. The Saline County EMS Board reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- G. The Saline County EMS Board reserves the right to select the Respondent to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criteria define the parameters that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The different evaluation parameters are shown in the chart below:

0-10 points per category: 50 points total	Parameters to be considered
0-10	Thoroughness of Proposal
0-10	Value/Compensation
0-10	Clinical Operations
0-10	Dispatch, Reporting and Monitoring Operations
0-10	Experience and Recommendations

No single criteria will be determinative. Because of the subjective nature of some of the criteria listed, those making the evaluation will have the goal of determining the best overall proposal based on those criteria. Interviews, if any, will be scheduled after scoring the received proposals, with a final vote by the Saline County EMS Board occurring at a later date.

5. COSTS INCURRED BY RESPONDENTS:

All expenses involved with the preparation and submission of proposals to the Saline County EMS Board, or any work performed in connection therewith, shall be borne solely by the Respondent. No payment will be made for any responses received, or for any other effort required of, or made by, the Respondent prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any Respondent, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- A. The Respondent represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in Arkansas Code Annotated § 14-14-1202.
- B. The Respondent shall promptly notify the Saline County EMS Board in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Respondent's judgment or quality or services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Respondent may undertake and request an opinion to the Saline County EMS Board as to whether the association, interest or circumstance would, in the opinion of the Saline County EMS Board constitute a conflict of interest if entered into by the Respondent. The Saline County EMS Board agrees to communicate with the Respondent its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- A. Proposal's and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The Saline County EMS Board will not be responsible for misdirected proposals. Respondents should contact the Saline County Purchasing office at (501) 303-5657 to ensure receipt of their submittal documents prior to opening time and date listed.
- B. The time set for the deadline shall be local time for Benton, Arkansas on the date listed. All proposals shall be received in the Saline County Purchasing office BEFORE the stated deadline.

10. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:

A. The laws of the State of Arkansas apply to any purchase made under this RFP. Respondents shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

B. Pursuant to Arkansas Code Annotated § 22-9-203 the Saline County EMS Board encourages all qualified small, minority and women business enterprises to proposal on and receive contracts for goods, services, and construction.

11. COLLUSION:

The Respondent, by affixing his or her signature to this proposal, agrees to the following: “Respondent certifies that his/her proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

12. RIGHT TO AUDIT, FOIA AND JURISDICTION:

A. The Saline County EMS Board reserves the privilege of auditing a vendor’s records as such records relate to purchases between the Saline County EMS Board and said vendor.

B. Freedom of Information Act: Saline County EMS Board contracts and documents prepared while performing contractual work on behalf of the Saline County EMS Board are subject to the Arkansas Freedom of Information Act (“FOIA”), located at Ark. Code Ann. § 25-19-101 et seq. If a FOIA request is presented to the Saline County EMS Board, the Contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the FOIA. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

C. Legal jurisdiction to resolve any disputes shall be based upon Arkansas law.

13. INDEMNIFICATION:

The successful Respondent agrees to indemnify the Saline County EMS Board, and Saline County Governments making up the Saline County EMS Board, and hold them harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or ligation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the Saline County EMS Board.

The service contract to be entered into between the Saline County EMS Board and the selected provider will not include any provision that the Saline County EMS Board or any of its officials or employees will indemnify any party.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this RFP section apply except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Respondents prior to submitting a proposal/proposal on this requirement.

15. CANCELLATION:

A. The Saline County EMS Board reserves the right to cancel this RFP or any potential contract without cause by giving thirty (30) days written notice to the Respondent in writing of the intention to cancel or with cause if at any time the Respondent fails to fulfill or aproposale by any of the terms or conditions specified.

B. Failure of the Respondent to comply with any of the provisions of the contract awarded by the Saline County EMS Board shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Saline County EMS Board.

C. In addition to all other legal remedies available to the Saline County EMS Board, the Saline County EMS Board reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the Saline County EMS Board.

16. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS, MERGERS:

A. The winning Respondent shall perform the work described in this RFP and any subsequent contract entered into by the Saline County EMS Board and the Respondent. No assignment or subcontracting shall be allowed without prior written consent of the Saline County EMS Board. If a Respondent intends to subcontract a portion of this work, the Respondent shall disclose such intent in the proposal submitted as a result of this RFP.

B. In the event of a corporate acquisition and/or merger, the Respondent shall provide written notice to the Saline County EMS Board within thirty (30) calendar days of Respondent's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate any contract entered into by the Saline County EMS Board and Respondent, which shall not be unreasonably exercised by the Saline County EMS Board, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the Saline County EMS Board awarding a contract to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception, shall constitute approval for the purpose of this document.

17. EXCLUSIVE FRANCHISE AGREEMENT:

Award of this RFP would lead to an exclusive franchise agreement between the Saline County EMS Board and the winning Respondent for emergency medical services in Saline County, Arkansas with the exception of Hot Springs Village.

18. ADDITIONAL REQUIREMENTS:

The Saline County EMS Board reserves the right to request additional services relating to this RFP from the Respondent. When approved by the Saline County EMS Board as an amendment to any contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may be necessary.

19. SERVICE AGREEMENT:

A written agreement, incorporating the RFP and the successful proposal will be prepared by the Saline County EMS Board, signed by the successful Respondent and presented to the Saline County EMS Board for approval and signature of the County Judge and all other necessary signatories.

20. INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS:

Respondents shall use the original RFP form(s) provided by the Saline County Purchasing office and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Respondent to enter a complete response. **Any modifications or alterations to the original RFP documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Respondent wishes to propose shall be clearly stated in the Respondent's RFP response and presented in the form of an addendum to the original RFP documents.

21. OTHER GENERAL CONDITIONS:

- A. Respondents must provide the Saline County EMS Board with their proposals signed by an individual having legal authority to submit proposals on behalf of the Respondent. The entire cost of preparing and providing responses shall be borne by the Respondent.
- B. The Saline County EMS Board reserves the right to request any additional information it deems necessary from any or all Respondents after the submission deadline.
- C. This RFP is not to be construed as an offer, a contract, or a commitment of any kind. Nor does it commit the Saline County EMS Board to pay for any costs incurred by Respondent in preparation. It shall be clearly understood that any costs incurred by the Respondent in responding to this request for proposal is at the Respondent's own risk and expense as a cost of doing business. The Saline County EMS Board shall not be liable for reimbursement to the Respondent for any expense so incurred, regardless of whether or not the proposal is accepted.
- D. If products, components, or services other than those described in this proposal document are proposed, the Respondent must include complete descriptive literature for each. All requests for additional information must be received within five (5) working days following request.
- E. Any uncertainties shall be brought to the attention of Angel Koder, Saline County Purchasing Specialist, immediately via telephone at (501) 303-5657 or by e-mail at angel.koder@salinecounty.org. It is the intent and goal of the Saline County EMS Board to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Respondents to be on equal proposal terms.
- F. Any inquiries or requests for explanation in regard to the County's requirements should be made promptly to Angel Koder, Purchasing Specialist for Saline County, via e-mail at angel.koder@salinecounty.org or telephone at (501) 303-5657. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place. At the discretion of the Saline County EMS Board, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE:** Each Respondent shall submit an "Authorized Negotiator Form" containing the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to bind and negotiate on behalf of the Respondent for the amounts and terms proposed.
- G. Any information provided herein is intended to assist the Respondent in the preparation of proposal/proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Respondents with sufficient basic information to submit proposals meeting specifications and/or test requirements, but is not intended to limit a RFP's content or exclude any relevant or essential data.
- H. Respondents irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner shall be controlled by Arkansas law. Respondent hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- I. The successful Respondent shall not assign the whole or any part of any contract or any monies due or to become due hereunder without written consent of the Saline County EMS Board. In case the successful Respondent assigns all or any part of any monies due or to become due, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Respondent shall be subject to prior liens

of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

- J. The successful Respondent's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to this procurement and RFP throughout, and they will be deemed to be included in any contract as though written out in full at the relevant time. The successful Respondent shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to the Saline County EMS Board.

The Saline County EMS Board RFP
Emergency Medical Services
Section B: Authorization Form

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR PROPOSAL.

A. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true;

Printed Name

Signature

Title

Date

Please provide contact information:

Company Name: _____

Phone: _____

Address: _____

Fax: _____

Email: _____

City: _____

Web Site: _____

State: _____ Zip Code: _____

The Saline County EMS Board RFP

Emergency Medical Services

Section C: Vendor References

The following information is required from all Respondents so all proposals may be reviewed and properly evaluated:

Company Name _____

Business Address _____

Number of years in business _____ How long in present location _____

Total number of current employees _____ Full time _____ Part time _____

Number of employees you plan to use to service this contract _____ Full time _____ Part time _____

Please list local commercial and/or governmental references that you have previously performed similar contract services for within the past five (5) years:

1. Company Name: _____
City State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____
2. Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____
3. Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____
4. Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

The Saline County EMS Board RFP
Emergency Medical Services
Section D: Statement of Disclosure

Respondent must disclose any possible conflict of interest with the Saline County EMS Board, including, but not limited to, any relationship with any employee or elected of a local government in Saline County. Your response must disclose if a known relationship exists between any principal or employee of your firm and any employee or elected official of a local government in Saline County.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your proposal/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

NO KNOWN RELATIONSHIP EXISTS

RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed Name

X_____
Signature

Date

The Saline County EMS Board RFP

Emergency Medical Services

Section E: Authorized Negotiator Information

At the discretion of the Saline County EMS Board, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

NOTE: Each Respondent shall submit to the Saline County EMS Board a primary contact name, e-mail address, and phone number (preferably a cell phone number) who the Saline County EMS Board selection committee can contact for clarification or interview via telephone.

PRIMARY CONTACT INFORMATION

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone number #1 (cell phone): _____ Secondary Phone#: _____

E-Mail: _____

Address: _____

Is the primary contact (listed in part 1) able to legally bind contracts? YES NO

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone #1 (cell phone): _____ Phone #2: _____

E-Mail Address: _____

Signed: X _____

Date: _____

SPECIFICATIONS

It is the intent of these specifications to describe the areas/locations in sufficient detail to secure proposals on comparable items. Any items not conforming to these specifications will be rejected, and it will be the responsibility of the Respondent to conform to the requirements unless deviations have been specifically cited by the Respondent and an acceptance made on the basis of the exception.

EMERGENCY MEDICAL SERVICES

I. Request to Submit Proposals

Saline County is located approximately 20 minutes southwest of Little Rock along Interstate 30, and is home to approximately 120,000 residents. There are numerous municipalities located within Saline County, and the largest are the cities of Benton and Bryant. The County has seen substantial growth over the last decade, and is poised for continued expansion for both commercial and residential opportunities.

The Governments within Saline County, Arkansas (“Saline County Governments”), which entered into an Interlocal Agreement for Emergency Medical Services (“Saline County EMS Board”), are seeking proposals from interested and qualified parties (where appropriate “Respondents” or “Contractors” or “Vendors”) for the award of an emergency medical service (“EMS”) contract to an EMS provider. This proposal is for the provision of emergency medical services for Saline County, Arkansas (this includes both the incorporated areas of Saline County and the cities within Saline County) described on the enclosed map pursuant to the terms and conditions hereinafter set forth in or referred to in the Request for Proposal (“RFP”). This RFP is open to all qualified Contractors who meet the minimum qualifications and can document required credentials as outlined in this RFP. The intent is for a single Contractor to provide emergency medical services to the portion of the County as an emergency operating area (“EOA”). The award shall be made at the sole discretion of the Saline County EMS Board to the Contractor who provides the best evidence of satisfactory qualifications and responsibility to fully execute the requirements as set forth by the Saline County EMS Board.

The conditions presented reflect the Saline County EMS Board’s desired standards and requirements for acceptable emergency medical services. However, if for some reason these expectations are not feasible, please tell us why and what you would propose.

The requests should include a proposal for the following:

1. Providing ALS EMS Ground Transport Service and/or a tiered ambulance service to the EOA described in the following table.

A. Subsidy (If Required)

If a subsidy would be required by a Contractor to enter into a contract with the Saline County EMS Board, it will be a key consideration for the award of this contract. However, please provide a breakdown of the subsidy that would be required and how that figure was determined.

B. Dispatch

Saline Emergency Communications (“SEC”) provides dispatch services currently for the existing EMS provider and public safety agencies within Saline County. SEC has a contract with the current EMS

provider for dispatch services, whereby SEC provides dispatch services and the EMS provider pays Saline County on a monthly basis. The Saline County EMS Board's expectation is that SEC would enter into a similar dispatch arrangement with the Contractor selected to enter into the EMS contract. However, the Saline County EMS Board is open to hearing from Respondents on proposals where the Respondent provided staffing at SEC or where the Respondent provided dispatch services directly for the emergency medical services provided by the Respondent.

Respondent should specify what Dispatch methods would be utilized: (1) EMD software/service required; (2) AWIN interoperable communications.

C. Performance Terms

This procurement will result in a performance contract, not a level-of-effort contract, with the following contract periods.

1. Contract

Notwithstanding any other cancellation procedures called for contractually, the EMS provider selected will be initially placed under a thirty-six (36) month provisional contract with extension options at the discretion of the Saline County EMS Board.

2. Standard Contract and Extensions

The standard contract period takes into consideration that a high-performance emergency medical services provider must simultaneously achieve clinical excellence, response-time reliability, economic efficiency, and customer satisfaction. Therefore, the standard contract period is expected to be an initial term of three (3) years with the possibility of two (2) extensions, of three (3) years each, for a total standard contract duration of nine (9) years. Extensions shall strongly consider Contractor performance, but the decision to award an extension will be at the sole discretion of the Saline County EMS Board, based on whatever factors it deems appropriate.

3. Notice on Extension and End of Contract Decisions

The Saline County EMS Board shall notify the Contractor at least twelve (12) months in advance of the end of the initial standard contract period, and at least twelve (12) months in advance of the end of the initial extension period, if awarded, on its decision to award an extension. If a second extension is awarded, the Contractor will be given at least twelve (12) months' notice of the Saline County EMS Board's decision regarding any future procurement or other options it may consider regarding how ambulance services will be provided after the 9-year maximum contract period.

4. Rates and Adjustments

The approved base rate and allowed itemized charges that the Contractor uses for billing in Saline County will be consistent with all applicable rates authorized by, including but not limited to, Medicaid, Medicare, and private insurance providers.

II. Minimum Conditions

A. Overview

The conditions described in this section represent the minimum requirements the Saline County EMS Board will accept from a Contractor. The Contractor should carefully examine each requirement outlined in this section and indicate on the Proposal Form that Contractor can and will comply. If submitting multiple proposals, the requirements apply to each unique proposal. Each proposal will be graded as either compliant

or non-compliant (pass/fail) with these minimum conditions. Proposals deemed non-compliant shall not be considered further unless a Contractor submits acceptable evidence that non-compliance of one or more requirements will not substantially have a negative impact on the Contractor's ability to perform the services proposed.

B. Emergency Operating Area (EOA)

The Contractor will provide 24 hours a day, 7 days a week ALS and/or tiered ambulance service to emergency calls in the areas of Saline County described below. The Contractor will not withhold appropriate emergency services for any reason, especially socioeconomic status or inability to pay for services.

C. For purposes of measuring response time performance, the response times desired for the service area are more particularly described in Part III, Section C. The map is provided as Figure 1 on the following page. The response areas include all of Saline County except Hot Springs Village, but may change in the future.

These areas include the following:

Alexander

Bauxite

Benton

Bryant

Haskell

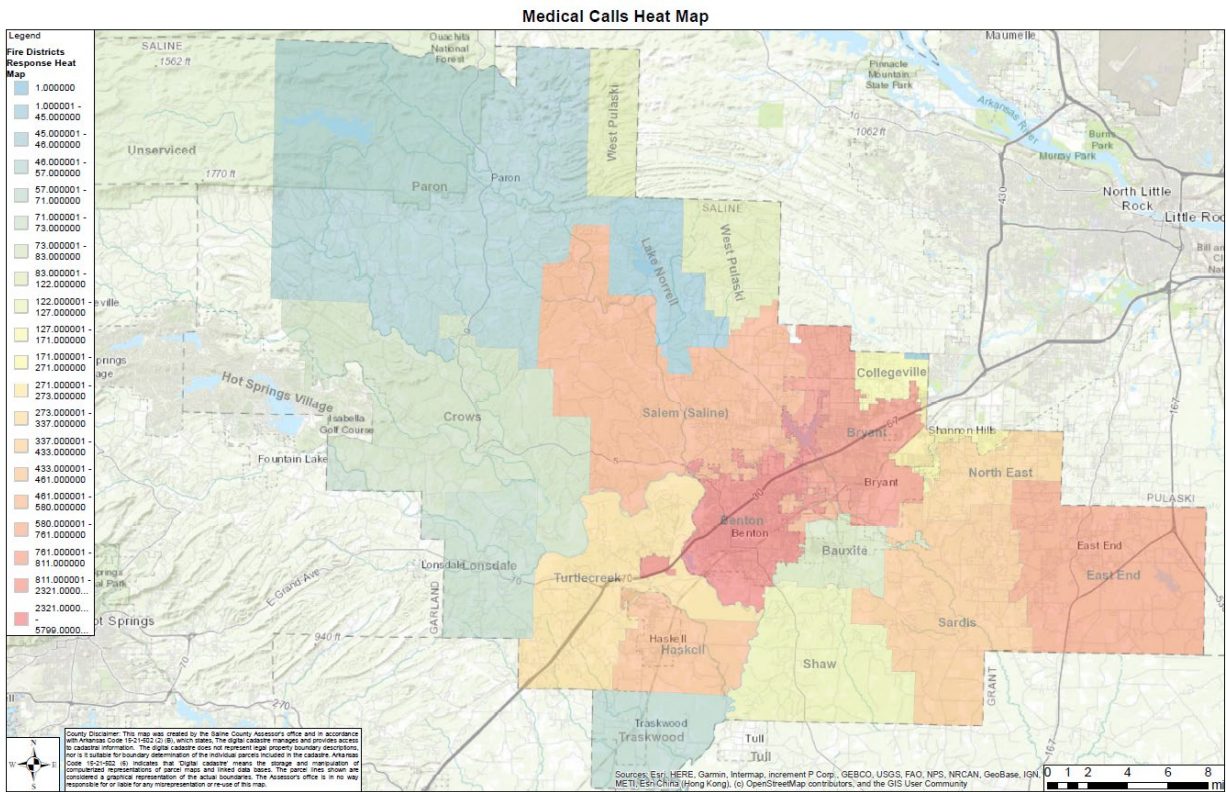
Shannon Hills

Traskwood

Unincorporated Saline County

D. The Saline County EMS Board specifically makes no representation or warranties regarding the numbers of requests for ambulance service, ambulance transports, frequency of special events or any other information that may be associated with this procurement. Any and all historical data is provided mainly to illustrate the general historical levels of performance and not as a guarantee of future business volume

Emergency Operating Area/Heat Map (Figure 1)



E. Insurance

The Contractor must agree that for the provisional and standard contract periods and any extensions thereto, the insurance as shown herein will remain in effect and shall name The Saline County EMS Board as a co-insured. Contractor shall provide evidence of ability to meet all requirements described in this section. This insurance shall be evidenced by delivery to Saline County EMS Board of Certificates of Insurance written by one or more insurance companies with an A.M. Best rating of “A” or better, licensed to do business in the State of Arkansas and acceptable to the Saline County EMS Board. These insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or re-issuing these policies. All policies shall contain provisions requiring that thirty (30) days’ notice be given prior to cancellation or modification of the policy by the insured. Nothing shall absolve the Contractor of this requirement to provide notice.

Any program of self-insurance risk employed by the Contractor shall be subject to prior approval and ongoing monitoring by the Saline County EMS Board and their legal counsel. All policies must waive subrogation rights. Current copies of all policies and Certificates of Insurance must be on file at the Saline County Courthouse at all times during this contract. The following coverage will be required:

1. Commercial liability insurance

Including but not limited to, bodily injury, property damage, and personal injury, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and annual aggregate. Coverage shall be on “an occurrence basis” and the policy shall include broad form property damage coverage, and contracted liability and fire legal liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence;

2. Professional Medical Liability

Including errors and omissions with minimum limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and an aggregate limit of not less than Five Million Dollars (\$5,000,000.00);

3. Automobile Liability

Including a Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence; and

4. Workers' Compensation

Including coverage and policy in compliance with the Arkansas Insurance Department the policy must have a minimum of One Million Dollars (\$1,000,000.00).

F. Performance Security

Due to the importance of EMS to the communities served, it is important for the Saline County EMS Board to do everything possible to eliminate the potential for a system failure. Contractor shall provide evidence of the ability to meet performance security requirements to minimize the potential for failure and to sustain uninterrupted service in the event of a default or failure of the Contractor. Provide a description of the methods your company would use to minimize these failures.

G. Financial Strength

For the purposes of this RFP, Contractor will provide evidence that clearly documents the financial history of the organization and demonstrates that the Contractor has the financial capability to handle the expansion (including implementation and startup costs) necessitated by the award of any contract.

1. Financial Statements

Contractor will include copies of its most recent two (2) year periods financial strength to include the following documents or their equivalents. If the Contractor is part of a larger organization and has consolidated financial statements, the corporate relationship should be explained, the individual operation's statements should be extracted and both sets of statements should be submitted.

a. Balance Sheet

b. Income Statement

c. Statement of Cash Flows

d. Statement of Owner Equities

2. Audit Statement

Contractor will submit a statement of unqualified opinion from a Certified Public Accountant, for the most recent year available. This opinion should reflect that an independent review has taken place and that the financial statements were found to be in accordance with Generally Accepted Accounting Principles (GAAP) and that the principles chosen and estimates made are reasonable.

3. Financial Commitments

Contractor will provide a list of obligations, and potential commitments, which may impact assets, credit rating, and guarantor letters or otherwise affect the Contractor's ability to meet the requirements of this RFP.

4. Billing Operations

Contractor will discuss their experience and success with billing Medicare, Medicaid, third party payers, private insurance and others parties.

H. Experience

1. Comparable Services

The Contractor will document experience managing comparable emergency medical services for at least two (2) years. Contractor will provide the following information for each community.

- a. Name of community,
- b. Brief description of community,
- c. Dates of service in community,
- d. Services provided to each community,
- e. Number and type (i.e., emergency, non-emergency, interfacility, etc.) of responses provided in each of the past two (2) years,
- f. Current contact officer(s) or designated government contact person(s) for each community including name, title, mailing address, telephone number, and email address.

2. Business Identity and History

The Contractor will provide all corporate or individual names that have been used during the past ten (10) years. Contractor will also describe the history of the company, whether it is a private company, public utility, hospital owned. Contractor should provide an explanation of why that model is the best option for the Saline County EMS Board.

3. Accreditation and Associations

The Contractor will provide a listing of any accreditations held and any professional or industry associations to which the Contractor belongs that the Contractor believes may be of benefit to the Saline County EMS Board. Contractor should state the benefits of any accreditation or association membership to the Saline County EMS Board.

I. Outstanding/Pending Litigation

The Contractor shall provide a listing of all resolved or ongoing litigation of the Contractor's organizations within the past five (5) years. This listing shall include litigation brought against the Contractor's organization or affiliated organization and any litigation initiated by the Contractor's organization or affiliated organization against any governmental entity or competing ambulance service within the last five (5) years. Contractor must provide documentation that it has resolved all issues arising from litigation or describe the status of open litigation.

J. Operational Expectations

The Contractor shall provide and manage the delivery of emergency medical services by meeting or exceeding the requirements of this RFP and the resulting contract. The contract will be a performance contract, not level-of-effort contract; however, the following conditions are baseline expectations. The Contractor is highly encouraged to consider innovative methods to grow the service and exceed performance expectations.

1. Staffing and Unit Availability Plan

A. The Contractor is responsible for ensuring high-performance service through employing, managing, training and other personnel functions necessary to fulfill the terms of the contract.

- a. Maintaining personnel certifications and ambulance provider's license(s);
- b. Ensuring courteous, professional, and safe conduct of all personnel;
- c. Ensuring fair and reasonable shift schedules and employment practices;
- d. Providing or purchasing all in-service training of ambulance personnel;
- e. Ensuring clinical performance consistent with Arkansas Department of Health (ADH) and Medical Director Standards and implementing reasonable changes accordingly.

B. The Saline County EMS Board requests that any Respondent provide the following information:

- a. The number of ambulances necessary to provide high-performance service.
- b. The location of any substations within Saline County

2. Equipment

The Contractor will be responsible for ensuring high-performance service through employing, managing and maintaining all vehicular and medical equipment necessary to fulfill the terms of the contract, including but limited to the following:

- a. Maintaining ambulance vehicles as specified in the document entitled "Federal Specifications Ambulance Emergency Medical Care vehicle" as published by the General Service administration, United Department of Transportation ("USDOT") Federal Specification KKK1822, in effect at time of manufacture and requirements as set forth by ADH, and must have affixed thereto the appropriate certification(s);
- b. Equipping each ambulance with all required personnel, equipment and supplies for "Paramedic Service" operations as required by ADH and as further specified by the Contractor's Medical Director;
- c. Ensuring all vehicles used for the purpose of providing ambulance service hereunder, shall be designed to transport ill, sick or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and good mechanical condition at all times, in compliance with any applicable State or Federal standards for ambulances;
- d. Ensuring ambulances are mechanically sound and removed from service when appropriate to mitigate critical vehicle failures;
- e. Ensuring all mechanical, safety, and special equipment shall be subject to inspection at any reasonable time by representatives of the Saline County EMS Board;
- f. Ensuring no ambulance that has been substantially damaged or altered shall be again placed in service until it has been adequately repaired;
- g. Furnishing all fuel, lubricants, repairs, and necessary supplies.

3. Cooperation with Other Agencies

- a. Contractor shall maintain good working relationships with area law enforcement agencies, fire departments, medical first responders, medical air transport providers and other emergency services organizations. If available, Contractor will enter into mutually beneficial support agreements with other ambulance providers.

b. Contractor shall provide medical standby services as requested for public safety agencies.

As part of this section, the Saline County EMS Board requests information on your current practices in the areas you serve regarding providing unit(s) for structure fire standbys on scene. Please describe how you would propose supporting fire services on fire standbys in Saline County (approximately 140 a year).

In addition to fire departments within the municipalities, below are the volunteer fire departments or fire districts within Saline County:

- Collegeville
- Crows
- Crystal
- East End
- Lake Norrell
- Lonsdale
- Northeast
- Paron
- Salem
- Sardis
- Shaw
- Turtle Creek
- West Pulaski Co.

4. Provisions for Default and Early Termination

a. This procurement will result in the award of a performance contract requiring high levels of performance and reliability. Mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results.

b. Determination of default will be the responsibility of the Saline County EMS Board; however, oversight may be appointed to the Saline County Office of Emergency Management (OEM) to monitor contract compliance, consider performance exceptions, levy penalties, and consider other matters as assigned and make recommendations to the Saline County EMS Board.

c. Contractor will be notified in writing if a default condition exists, and will be given 10 days to correct. Failure to correct the default condition will be considered a breach of contract subject to early termination of contract.

Default conditions would include, but are not limited to, the following.

1. Failure of the Contractor to operate the system in a manner consistent with Federal, State and Local laws, rules and regulations;
2. Intentionally supplying the Saline County EMS Board with false or misleading information with regard to records, documents, dates or time kept for the purpose of determining Contractor's performance under the terms of this RFP. Upon detection of accidental/unintentional error, the Saline County EMS Board shall be notified immediately and supplied with corrections;
3. Failure of the Contractor, its employees, its agents, or its representatives to conduct themselves in a professional and courteous manner and including professional appearance;
4. Failure of the Contractor to provide to the Saline County EMS Board with data generated in the course

of operations, including, but not limited to, patient report data, response time data, and financial data as specified in the contract;

5. Failure to substantially and consistently meet or exceed the various clinical standards provided for in the contract;

6. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;

7. Chronic failure of the Contractor to meet response time requirements as set forth by contract. Unless where otherwise specifically indicated, for the purposes of this RFP, chronic failure shall be defined as failure to meet any performance requirement three times in a six-month period;

8. Chronic failure of the Contractor to meet any performance requirements of the contract.

9. Chronic Failure to furnish key personnel of quality and experience;

10. Chronic failure to submit scheduled or ad hoc reports, or other information;

11. Failure of the Contractor to maintain insurance requirements or provide timely notification of policy changes;

12. Any other failure of performance required in the contract which is determined to constitute an endangerment to public health and safety, or not be in the best interest of the Saline County EMS Board;

13. Failure of the contractor to pay penalties within 60 days of notification of assessment;

14. Failure to maintain any type of license, permit, or certification required by law in order to fulfill the requirements of the contract or in order to avoid fines and penalties imposed by law;

15. Chronic failures of Contractor to comply with any of the performance requirements may be considered a condition of default

K. Penalties for Failure to Comply

The Saline County EMS Board may assess penalties for failure to comply with the requirements of the contract. Contractor may appeal the decision to assess penalties to the Saline County EMS Board in writing within 10 days of notification of assessment. Penalties may be withheld from any subsidy or invoiced to the Contractor as an assessment. Assessments must be paid within 60 days of assessment, regardless of appeal date.

1. Performance Requirements

In the event Contractor fails to comply with any of the terms of the contract, the Saline County EMS Board may issue the Contractor a written warning describing such failure. Should Contractor's noncompliance continue after receipt of such warning, the Saline County EMS Board may deduct penalties from any subsidy, or assess a penalty that is payable within sixty (30) days of notification, in the amount of Two Hundred Fifty Dollars (\$250) for each day Contractor remains in noncompliance following receipt of the written warning. Should the noncompliance continue for more than five (5) consecutive days, the Saline County EMS Board may increase penalties to Five Hundred Dollars (\$500) for each additional day Contractor remains in noncompliance.

III. Desired Conditions

A. Overview

The conditions presented in this section reflect the Saline County EMS Board’s desired standards and requirements for acceptable emergency medical services. However, if for some reason these expectations are not feasible, please tell us why and what you would propose. Each condition listed herein will help make up the numerical score. Proposals that offer an improvement to the Saline County EMS Board over the desired condition may receive a higher numerical value than those that merely meet the desired condition. The scoring method for each condition was discussed previously.

B. Ground Ambulance Operations

1. Coverage

The Contractor will provide emergency ground ambulance service for the EOA. See table listed in Section 2 B.1 Emergency Operating Area

2. Response Time Requirements

The Saline County EMS Board expects that the SEC shall be responsible for classifying all EMS calls using dispatch protocols, developed with the SEC and OEM, and using emergency medical dispatching, unless the Contractor demonstrates there it is a better option for the Contractor to provide dispatch services. The Saline County EMS Board does not plan to limit the Contractor’s flexibility in the methods of deployment and providing service as long as the minimum response time requirements are achieved.

The Contractor shall place a transport capable ALS and/or tiered ambulance at the scene of all requests for emergency medical services within the designated response time at a minimum of a ninety percent (90%) rate for all emergency dispatch response requests. This rate will be measured monthly and reported to the Sale County EMS Board.

Ambulances must be compliant with State and Federal minimum response requirements. Response times are a combination of dispatch operations and field operations

Please provide the Saline County EMS Board with a plan for unit coverage based on the Figure 1 Heat Map and the following. Plans should include approximate locations of staging/basing of units.

a. Emergency Responses (As determined by Arkansas EMS Standards)

- 1. All municipalities in Saline County
- 2. Unincorporated areas of Saline County

b. Non-Emergency Responses (As determined by Arkansas EMS Standards)

- 1. All municipalities in Saline County
- 2. Unincorporated areas of Saline County

c. Calculation of Response Times

For all classifications of requests for service, the response time shall be the elapsed time (measured to the second) from the time “call dispatched” to the time “arrival on scene”. The time “call dispatched” shall be from the second the Contractor is notified by SEC.

First Responders do not constitute “arrival on scene” by the Contractor.

“Arrival on scene” is defined as when a paid employee of the Contractor, such as a supervisor or “Quick response vehicle”, arrives at the location of the request for service, provided that:

- Employee is an EMT or higher; and
- Employee is on duty and arrives in a vehicle clearly marked and identified as the Contractor's vehicle; and
- Vehicle is equipped to provide Basic Life Support at a minimum; and
- Employee is in continual communication with the responding ambulance; and
- Employee begins patient care upon arrival on scene and provides appropriate emergency medical services prior to ambulance arrival.

d. Upgraded and Downgraded Requests

For emergency requests that are upgraded en route upon request of an on-scene First Responder or in compliance with Dispatch Protocols, the response time shall be calculated from the moment of the upgrade request, and the higher priority standard shall be used. For emergency requests that are downgraded upon request of an on-scene First Responder or in compliance with Dispatch Protocols, the response time shall be calculated as the lower priority requirement.

e. Response Time Exemptions

The Saline County EMS Board understands that isolated instances may occur in which the Contractor does not meet the stated performance specifications. However, a chronic failure to comply with the response time requirements may constitute default of the contract. The Contractor shall maintain mechanisms for reserve production capacity to increase service production should a temporary system overload persist.

From time to time, unusual factors beyond the Contractor's reasonable control may affect the achievement of specified response time standards. These unusual factors are limited to those noted below.

1. Requests occurring during a period of unusually severe inclement weather conditions, unless weather was predicted sufficiently in advance that levels of preparedness should have been increased and such steps were not taken, when such response time compliance is either impossible or achievable only at a great risk to EMS personnel and the public;
2. In the event of Mass Casualty Incident, all ambulances responding to the Mass Casualty Incident other than the first ambulance on the scene;
3. Situations where the communications center receives false or inaccurate information or was unable to obtain adequate response information;
4. Requests during a declared disaster within The Saline County EMS Board and confirmed by the OEM, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed;

Equipment failure, traffic congestion, ambulance failure, dispatch error, or other causes shall not be grounds for granting an exemption to compliance with any response time standard. No other causes of late response time shall serve to justify exemption from response time requirements. However, the Contractor may appeal such instances to the Saline County EMS Board. Any appeals shall be filed with the Saline County EMS Board within ten (10) days of notification of the incident.

E. Clinical Operations

1. EMS Medical Director

- a. The EMS Medical Director should provide medical oversight to ensure that the Contractor operates within the standard of care for the local healthcare system.

b. At a minimum the EMS Medical Director should have appropriate training, certification and Arkansas licensure; expertise in EMS systems; and expertise in this specific type of operation. Ideally, the EMS Medical Director should be a fully qualified member of the Contractors' operational EMS team.

c. The qualified EMS Medical Director and his or her designees should ensure that the local standard of care is established and met. Such standards should coincide with all State of Arkansas statutes. This includes assuring that EMS personnel function within their defined scopes of practice, as established by their training and certification or licensure as outlined by the ADH.

d. It is the Contractor's responsibility to establish mutually agreed upon compensation for the services, availability and provision of necessary materials and resources, and liability coverage for duties and actions performed with the EMS Medical Director.

2. Clinical Standards

a. The Contractor should provide details on how the following clinical standards will be ensured.

b. All ALS ambulances that respond to emergency requests for service will be staffed with a minimum of one (1) EMT-Paramedic, and one (1) EMT-Basic.

c. All response personnel shall meet the minimal education and credentialing requirements as set forth by the ADH in conjunction with the EMS Medical Director.

1. Continuous Improvement

a. The Contractor shall establish a Continuous Quality Improvement program that encompasses all aspects of the EMS operation. This should include the establishment of Key Performance Indicators that are monitored as a gauge of the system's overall level of performance to Saline County. These should include at a minimum:

1. Clinical Indicators

2. Operation Indicators

3. Financial Indicators

4. Employee Engagement and Satisfaction Indicators

5. Customer Satisfaction Indicators

b. The Contractor should provide an explanation of its Continuous Quality Improvement program.

F. First Responder Continuing Education

Please provide the Saline County EMS Board with any information on continuing education programs that your company would provide to first responders in Saline County

G. Basic Resupply

Please provide the Saline County EMS Board with any information on resupplying basic stocks to other first responder agencies in Saline County

H. Community Outreach

Please provide the Saline County EMS Board with any information on community outreach such as community paramedicine programs, EMS coverage for special events such as high school sporting events, etc., and any rates associated with those programs.

I. Additional Desirable Information

Please provide the Saline County EMS Board with any additional information that would provide a more holistic understanding of Respondent's capabilities.