

## **Request For Proposals**

# **Emergency Ambulance Services with Advanced Life Support and Basic Life Support Capabilities**



**City of Jackson Fire Department**

**Willie G. Owens, Fire Chief**

### **PROPOSAL DUE DATE:**

**September 12, 2023, 3:30 p.m., Central Time (CT)**

### **ATTENTION:**

**DaWandra P. Hopkins  
Financial Projects Coordinator  
Office of the Fire Chief**

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## SECTION 1.0 – INTRODUCTION

### 1.1 PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)

The City of Jackson (“City”) is soliciting proposals for emergency ambulance services with advanced life support (“ALS”) and basic life support (“BLS”) transport within the City as specified in this RFP. Said services are to be operated twenty-four (24) hours per day, each day of the calendar year.

The City invites experienced and qualified ambulance service providers (“Proposer” or “Service Provider”) to submit proposals in the manner described herein. The successful Proposer, after successful contract negotiations and approval by the City Council, will be granted a contract to provide emergency ambulance services with ALS and BLS transport within the City, as well as non-emergency patient transport/transfer services, for an initial period of four (4) years. The tentative start date for the services will be December 01, 2023, starting at 12:00 a.m., Central Time. The City may, after the initial four (4) year contract term, agree to extend the contract pursuant to the same terms and conditions, or such other terms and conditions as are mutually agreeable to the parties, for an additional four (4) year term. ***The award of a contract for this proposal is subject to the availability of funding.***

Responding Service Providers understand that the City will need to spend, at a minimum, to qualify for grants from the State’s Emergency Medical Services’ Operating Fund (EMSOF), fifteen cents (\$0.15) per capita based on the population computed from the most current federal census, which equates to: Twenty-Three Thousand Fifty-Five Dollars and Fifteen Cents (\$23,055.15) ( $\$0.15 \times 153,701 = \$23,055.15$ ). This amount would need to be adjusted pursuant to the next federal census that occurs in 2030 as soon as practical after the official population for the City is released.

**The City seeks an ambulance service provider who understands and can meet the City’s demand of quick and safe responses to all emergency calls. Providing emergency care within the timelines set forth in this RFP are of the utmost importance. Such that, liquidated damages SHALL apply in the event of repeated delayed responses as set forth in more detail below.**

**It is paramount that the ambulance service provider understand that it is the sole responsibility of said service provider to ensure that it has sufficient equipment and personnel, year-round, to meet the City’s fluctuating needs. And, as such, the service provider understands that it is the sole responsibility of the service provider to monitor and adjust the levels of its equipment and personnel to meet the demands of the City. The priority of the City is to ensure the safety of its citizens and visitors alike.**

**Service Provider shall understand that in the event of insufficient equipment/personnel, the City and Service Provider shall allow other nearby ambulance service providers to assist with responding to emergency medical calls within the City.**

**Service Provider shall understand that patient care and safety shall always trump a Service Provider’s exclusive territory.**

*The City is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and/or conduct business in the City to assist the City in achieving its goal by strongly considering City residents for employment opportunities.*

*The City of Jackson hereby notifies all bidders that in compliance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d to 2000d-4 all bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*

**The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City’s opinion, such rejection is in the best interests of the City.**

**1.2 IMPORTANT DATES/DEADLINES**

To the extent possible, the following schedule shall govern the review, evaluation, and award of this RFP. The City reserves the right to modify the dates below in accordance with its review process.

1 <sup>st</sup> Publication	Mississippi Link & The Clarion Ledger	08/03/2023
2 <sup>nd</sup> Publication	Mississippi Link & The Clarion Ledger	08/10/2023
Deadline for Requests for Information/Questions from Proposers	Emailed to DaWandra Hopkins: dfreeman@jacksonms.gov	08/24/2023
City’s Responses to Requests for Information/Questions to Proposers		09/05/2023
RFP Deadline		By 3:30 p.m. CST on 09/12/2023
Opening of Proposals		09/13/2023
Oral Presentations from Properly Responding & Qualifying Service Providers	To be held at City office location TBD – Presenters will be notified of time, date, and location	09/18/2023 to 09/22/2023
City’s Notice of Intent to Award Contract		09/29/2023
Deadline for Contesting Contract Award	Emailed to DaWandra Hopkins: dfreeman@jacksonms.gov	By 5:00 p.m. CST on 10/06/2023

Tentative Date for Presenting Contract to City Council		10/24/2023
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### 1.3 BACKGROUND

The City of Jackson’s population, according to the 2020 Decennial Census, was one hundred fifty-three thousand seven hundred and one (153,701). The City has a total land area of approximately one hundred and eleven square miles (111 sq mi.) and approximately two square miles (2 sq mi.) of water. There are an estimated one thousand three hundred and seventy-five (1,375) people per square mile. The City has an estimated sixty-one thousand nine hundred and forty-two (61,942) households with approximately two-point-four-two (2.42) persons per household. Of the estimated population, seven percent (7%) are persons under five (5) years of age; twenty-four percent (24%) are persons under eighteen (18) years of age; and thirteen percent (13%) are persons sixty-five (65) years of age or older. There is an estimated ten percent (10%) of the City’s population under the age of sixty-five (65) living with a disability. Approximately fifty-three percent (53%) of the City’s population is female. An estimated eighty-three percent (83%) of the population is African American.

### 1.4 CONFIDENTIALITY

The contents of responses/proposals to this RFP shall not be discussed or shared outside the submittal process with any other Proposers and/or potential Proposers regarding the services to be offered or fees associated with the operation or implementation of an ambulance response system for the City. Any violation of this Section shall result in the immediate disqualification of the offending Proposer’s proposal.

### 1.5 DEFINITIONS

The following terms shall have the following meanings as used in this RFP, unless the context requires otherwise:

1. **“Advanced EMT”** means a person providing basic and limited advanced emergency care and transportation for critical and emergent patients who access the emergency medical system. This individual possesses the basic knowledge and skills necessary to provide patient care and transportation. AEMTs function as a part of a comprehensive EMS response, under medical oversight. AEMTs perform interventions with the basic and advanced equipment typically found in an ambulance. (National EMS Scope of Practice Model) AEMTs must possess a valid license issued by the Bureau of Emergency Medical Services (“BEMS”).
2. **“Advanced Life Support”** means a sophisticated level of pre-hospital and interhospital emergency care which includes basic life support functions including cardiopulmonary resuscitation (CPR), plus cardiac defibrillation, telemetered electrocardiography,

administration of antiarrhythmic agents, intravenous therapy, administration of specific medications, drugs and solutions, use of adjunctive ventilation devices, trauma care and other authorized techniques and procedures.

3. **“Advanced Life Support Personnel”** means persons other than physicians engaged in the provision of advanced life support, as defined, and regulated by rules and regulations promulgated pursuant to Mississippi Code Section 41-60-13 (all references in “DEFINITIONS” to a “Section” or “Sections” refer to the Mississippi Code).
4. **“Advanced Life Support Services”** means implementation of the 15 components of an EMS system to a level capability which provides noninvasive and invasive emergency patient care designed to optimize the patient's chances of surviving the emergency situation. Services shall include use of sophisticated transportation vehicles, a communications capability (two-way voice and/or biomedical telemetry) and staffing by Advanced EMTs and Paramedics providing on-site, pre-hospital mobile and hospital intensive care under medical control.
5. **“Ambulance”** means any privately or publicly owned land or air vehicle that is especially designed, constructed, modified, or equipped to be used, maintained, and operated upon the streets, highway or airways of this state to assist persons who are sick, injured, wounded or otherwise incapacitated or helpless.
6. **“Ambulance Placement Strategy (System Status Plan)”** means a planned outline or protocol governing the deployment and event-driven redeployment of the ambulance service's resources, both geographically and by time-of-day/day-of-week/holidays/etc.
7. **“Ambulance Post”** means a designated location for ambulance placement within the system status plan. Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.
8. **“Ambulance Service”** means the furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.
9. **“Area Wide EMS System”** means an emergency medical service area (trade, catchment, market, patient flow) that provides essentially all the definitive emergency medical care (95%) for all emergencies, including the most critically ill and injured patients. Only highly specialized and limited-use services may need to be obtained outside of the area. The area must contain an adequate population and available medical resources to implement and sustain an EMS operation. At least three major modes exist: (a) multiple urbanized communities and their related suburbs; (b) a metropolitan center and its surrounding

rural areas; and (c) a metropolitan center and extreme rural-wilderness settings. The areas may be inter- or intra-state.

10. **“Associate/Receiving Hospital”** means a designated participating hospital working in conjunction with and under the supervision of the Resource Hospital to carry out the system implementation. They shall have an emergency department/service which offers emergency care 24 hours a day, with at least one physician available to the emergency care area within approximately 30 minutes through a medical staff call roster. Specialty consultation must be available at the request of the attending medical staff member or by transfer to a designated hospital where definitive care can be provided. They must be capable of providing 24-hour-a-day acute care to critically ill patients. They do not, however, need to be equipped with biomedical telemetry within their confines.
11. **“At Scene”** means the time when an ambulance communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law enforcement to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of the paved roadway or closed gate.
12. **“Automated External Defibrillator (“AED”)** means a defibrillator which: a) is capable of cardiac rhythm analysis; b) will charge and deliver a shock after electrically detecting the presence of a cardiac dysrhythmia or is a shock-advisory device in which the defibrillator will analyze the rhythm and display a message advising the operator to press a "shock" control to deliver the shock; c) must be capable of printing a post event summary (at a minimum the post event summary should include times, joules delivered, ECG) and d) an on screen display of the ECG. (optional)
13. **“Base Station Hospital”** means designated participating hospital working in conjunction with and under the supervision of the Resource Hospital to carry out the systems implementation. These hospitals may function as a pre-hospital Communications Resource as defined in the section on Medical Direction. The hospitals may participate in training and evaluation of ALS personnel. They must have emergency department’s staffed 24-hours-a-day by critical care nurses and at least one emergency physician or physicians under the direction and supervision of a physician totally versed and committed to emergency medicine. It must have specialty consultation available within approximately 30 minutes by members of the medical staff or by senior level residents. Pre-hospital ALS personnel transmit patient information to the Base Station Hospitals and receive appropriate medical directions from them. The hospitals should be equipped with voice and biomedical telemetry equipment. Each Base Station Hospital must have an On-Line Medical Director.
14. **“Basic Life Support Services”** means implementation of the 15 components of an EMS system to a level of capability which provides pre-hospital noninvasive emergency patient



care designed to optimize the patient's chance of surviving the emergency situation. There would be universal access to and dispatch of national standard ambulances, with appropriate medical and communication equipment operated by Emergency Medical Technicians. Regional triage protocols should be used to direct patients to appropriately categorized hospitals.

15. **“Board”** means the Mississippi State Board of Health.
16. **“Bypass”** (diversion) means a medical protocol or medical order for the transport of an EMS patient past a normally used EMS receiving facility to a designated medical facility for the purpose of accessing more readily available or appropriate medical care.
17. **“Call Prioritization”** means a process in which requests for service are prioritized based on predefined and audited criteria.
18. **“Cardio-Pulmonary Resuscitation (CPR)”** means an emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.
19. **“Certificate”** means official acknowledgment that an individual has successfully completed (i) the recommended basic emergency medical technician training course referred to in this chapter which entitles that individual to perform the functions and duties of an emergency medical technician, or (ii) the recommended medical first responder training course referred to in this chapter which entitles that individual to perform the functions and duties of a medical first responder.
20. **“Communication Resource”** means an entity responsible for implementation of direct medical control (See detailed description in section on Medical Direction).
21. **“Continuous Quality Improvement (CQI)”** means an approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.
22. **“Contract”** means the agreement between the City and Contractor awarded pursuant to this solicitation.
23. **“Contractor”** means the person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.
24. **“County”** means Hinds County, Mississippi.
25. **“Critical Care Units (Centers)”** means sophisticated treatment facilities in large medical centers and hospitals that provide advanced definitive care for the most critically ill patients. The units are available for the diagnosis and care of specific patient problems

including major trauma, burn, spinal cord injury, poisoning, acute cardiac, high-risk infant, and behavioral emergencies.

26. **“Delegated Practice”** means only physicians are licensed to practice medicine. Pre-hospital providers must act only under the medical direction of a physician.
27. **“Demand Analysis”** means the deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.
28. **“Department”** means the Mississippi State Department of Health, Bureau of Emergency Medical Services.
29. **“Deployment”** means the procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.
30. **“Direct Medical Control”** means when a physician provides immediate medical direction to pre-hospital providers in remote locations.
31. **“Diversion”** see “Bypass.”
32. **“DOT”** means the United States Department of Transportation.
33. **“Electronic Patient Care Report (ePCR)”** means a document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.
34. **“Emergency”** means any real or self-perceived event which threatens the life, limb, or well-being of an individual in such a manner that a need for immediate medical care is created.
35. **“Emergency Call”** means a real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient’s health or well-being could be compromised if the patient is held at the originating facility.
36. **“Emergency Department”** means an approved receiving department within a licensed hospital.
37. **“Emergency Medical Condition”** means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, psychiatric disturbances and/or symptoms of substance abuse, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a

pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

38. **“Emergency Medical Dispatch (EMD)”** means personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.
39. **“Emergency Medical Services (EMS)”** means the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.
40. **“EMS Personnel”** means key individual EMS providers. This includes physician, emergency, and critical care nurse, EMT, Advanced EMT, Paramedic, dispatchers, telephone screeners, first aid responders, project administrators and medical consultants and system coordinators.
41. **“EMS System or District”** means a system or district which provides for the arrangement of personnel, facilities, and equipment for the effective and coordinated delivery of health care services in an appropriate geographical area under emergency conditions (occurring because of the patient's condition or because of natural disasters or similar conditions). The system is managed by a public or nonprofit private entity. The components of an EMS System or District include: manpower; training; communications; transportation; facilities; critical care units; public safety agencies; consumer participation; access to care; patient transfer; coordinated patient recordkeeping; public information and education; review and evaluation; disaster plan(s); and mutual aid.
42. **“Emergency Medical Technician”** means a person providing out of hospital emergency medical care and transportation for critical and emergency patients who access the EMS system. EMTs have the basic knowledge and skills necessary to stabilize and safely transport patients ranging from non-emergency and routine medical transport to life threatening emergencies. EMTs function as part of a comprehensive EMS system, under medical oversight. EMTs perform interventions with the basic equipment found on an ambulance. (National EMS Scope of Practice Model) EMTs must possess valid licensed issued by the BEMS.
43. **“Emergency Mode”** means an ambulance or special use EMS vehicle operating with emergency lights and warning siren (or warning siren and air horn) while engaged in an emergency medical call.
44. **“Emergency Response”** means responding immediately at the basic life support or advanced life support level of service to an emergency medical call. An immediate response is one in which the ambulance supplier begins as quickly as possible to take the steps necessary to respond to the call.

45. **“Emergency Medical Call”** means a situation that is presumptively classified at time of dispatch to have a high index of probability that an emergency medical condition or other situation exists that requires medical intervention as soon as possible to reduce the seriousness of the situation, or when the exact circumstances are unknown, but the nature of the request is suggestive of a true emergency where a patient may be at risk.
46. **“En Route Time (Out of Chute)”** means the elapsed time from unit alert to unit en route. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.
47. **“Field Categorization”** (classification) means a medical emergency classification procedure for patients that is applicable under conditions encountered at the site of a medical emergency.
48. **“Field Triage”** means classification of patients according to medical need at the scene of an injury or onset of an illness.
49. **“Fractile Response”** means a method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percentage of the total number of calls. A 90<sup>th</sup> percentile, or 90 percent, standard is most used. When a 90<sup>th</sup> percentile response time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.
50. **“Medical First Responder”** means a person who uses a limited amount of equipment to perform the initial assessment of and intervention with sick, wounded or otherwise incapacitated persons who (i) is trained to assist other EMS personnel by successfully completing, and remaining current in refresher training in accordance with, an approved "First Responder: National Standard Curriculum" training program, as developed and promulgated by the United States Department of Transportation, (ii) is nationally registered as a first responder by the National Registry of Emergency Medical Technicians; and (iii) is certified as a medical first responder by the State Department of Health, Division of Emergency Medical Services.
51. **“Inclusive Trauma Care System”** means a trauma care system that incorporates every health care facility in a community in a system to provide a continuum of services for all injured persons who require care in an acute care facility; in such a system, the injured patient's needs are matched to the appropriate hospital resources.
52. **“Implied Consent”** means the legal position that assumes an unconscious patient, or one so badly injured or ill that he cannot respond, would consent to receiving emergency care. Implied consent applies to children when a parent or guardian is not at the scene.

53. **“Inter-Facility Transports (IFT)”** means ambulance transportation between healthcare facilities, typically non-emergency.
54. **“Intervener Physicians”** means a licensed M.D. or D.O., having not previously established a doctor/patient relationship with the emergency patient and willing to accept responsibility for a medical emergency scene, and can provide proof of a current Medical Licensure.
55. **“Lead Agency”** means an organization which has been delegated the responsibility for coordinating all component and care aspects for an EMS System or District.
56. **“Level I”** means hospitals that have met the requirements for Level I as stated in the Mississippi Trauma Rules and Regulations.
57. **“Level II”** means hospitals that have met the requirements for Level II as stated in Mississippi Trauma Rules and Regulations.
58. **“Level III”** means hospitals that have met the requirements for Level III as stated in Mississippi Trauma Rules and Regulations.
59. **“Level IV”** means hospitals that have met the requirements for Level IV as stated in Mississippi Trauma Rules and Regulations.
60. **“Licensure”** means an authorization to any person, firm, cooperation, or governmental division or agency to provide ambulance services in the State of Mississippi.
61. **“License Location”** means a fixed location where the ambulance service conducts business or controls the deployment of ambulances to the service area.
62. **“Major Trauma”** means that subset of injuries that encompasses the patient with or at risk for the most severe or critical types of injury and therefore requires a systemic approach to save life and limb.
63. **“Major Trauma Patient”** (or “critically injured patient”) means a person who has sustained acute injury and by means of a standardized field triage criteria (anatomic, physiology, and mechanism of injury) is judged to be at significant risk of mortality or major morbidity.
64. **“Mechanism of Injury”** means the source of forces that produce mechanical deformations and physiological responses that cause an anatomic lesion of functional change in humans.
65. **“Medical Control”** means directions and advice provided from a centrally designated medical facility staffed by appropriate personnel, operating under medical supervision,

supplying professional support through radio or telephonic communication for on-site and in-transit basic and advanced life support services given by field and satellite facility personnel. Statewide medical control may be approved by BEMS for Primary Agencies of Emergency Support Function 8 (ESF-8) in the Mississippi Comprehensive Emergency Management Plan.

66. **“Medical Direction”** (medical accountability) means when a physician is identified to develop, implement, and evaluate all medical aspects of an EMS system.
67. **“Medical Director”** means (offline, administrative) should be a physician both credible and knowledgeable in EMS systems planning, implementation, and operations. This off-line physician assumes total responsibility for the system's activities. He is appointed by the local EMS lead agency. The administrative medical director works in close liaison with government agencies, public safety and disaster operations, legislative and executive offices, professional societies, and the public. Off-line program activities include liaison with other state and regional EMS medical directors to conceptualize clinical and component system designs, establish standards, monitor, and evaluate the integration of component and system activities.
  - a. This off-line physician assures medical soundness and appropriateness of all aspects of the program and is responsible for the conceptual and systems design and overall supervision of the EMS program.
  - b. The administrative (off-line) medical director develops all area protocols. These protocols serve as the basis for EMS system role definition of EMS personnel, curriculum development, competency determination, and maintenance, monitoring, and evaluation.
  - c. The off-line medical director meets on a regular basis with online medical directors and the EMS training director to evaluate on-line system performance, to review problems, and suggest changes in treatment, triage, or operational protocols. All online medical directors must be approved by the off-line medical director.
68. **“Medical Priority Dispatch System (MPDS)”** means a set of established protocols utilized by dispatchers to determine the level of response necessary.
69. **“Mississippi Trauma Advisory Committee (“MTAC”)** means the advisory body created by legislature for the purpose of providing assistance in all areas of trauma care system development and technical support to the Department of Health; members are comprised of EMS Advisory Council members appointed by the chairman.
70. **“Mississippi Trauma Care System Plan”** (State Trauma Plan) means a formally organized plan developed by the Mississippi State Department of Health, pursuant to legislative

directive, which sets out a comprehensive system of prevention and management of major traumatic injuries.

71. **“Multi-Casualty Incident (MCI)”** means an event has taken place that results in more victims than are normally handled by the healthcare system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.
72. **“Mutual Aid/Mutual Assistance/Helping Hands Clause”** means ambulance responses within the territory of the Contractor (the City) from another ambulance service provider for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service and also means responses by the Contractor to adjacent service areas outside of the City for the purpose of assisting another ambulance service provider with ground transportation.
73. **“Paramedic or Emergency Medical Technician – Paramedic (EMT-P)”** means an individual whose scope of practice to provide advanced life support is according to Mississippi laws and regulations and who has a valid certificate/license issued pursuant to those laws and regulations. A paramedic (EMT-P) is an allied health professional whose primary focus is to provide advanced emergency medical care for critical and emergent patients who access the emergency medical system. This individual possesses the complex knowledge and skills necessary to provide patient care and transportation. Paramedics function as part of a comprehensive EMS response, under medical oversight. Paramedics perform interventions with the basic and advanced equipment typically found in an ambulance.
74. **“Peak-Load Staffing”** means the design of shift schedules and staffing plans so that coverage by crews matches the City’s requirements. (Note: peak-load demand will trigger peak-load staffing coverage).
75. **“Pediatric Trauma Center”** means either (a) a licensed acute care hospital which typically treats persons fourteen (14) years of age or less, which meets all relevant criteria contained in the Mississippi Department of Health’s Regulations and which has been designated as a pediatric Trauma Center; or (b) the pediatric component of a Trauma Center with a pediatric specialist and a pediatric intensive care unit.
76. **“Performance Improvement”** (or “quality improvement”) means a method of evaluating and improving processes of patient care which emphasizes a multi-disciplinary approach to problem solving, and focuses not on individuals, but systems of patient care which might cause variations in patient outcome.
77. **“Permit”** means an authorization issued for an ambulance vehicle as meeting the standards adopted pursuant to Mississippi Department of Health’s Regulations.

78. **“Pre-Hospital Provider”** means all personnel providing emergency medical care in a location remote from facilities capable of providing definitive medical care.
79. **“Priority Dispatching”** means a structured method of prioritizing requests for ambulance and first responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.
80. **“Proposer(s)”** means ambulance service providers who submit a proposal pursuant to this Request for Proposals.
81. **“Protocols”** means standards for EMS practice in a variety of situations within the EMS system.
82. **“Regional Trauma Plan”** means a document developed by the various Trauma Care Regions that follows the State Trauma Plan, and approved by the Mississippi State Department of Health, which describes the policies, procedures, and protocols for a comprehensive system of prevention and management of major traumatic injuries in that Trauma Care Region.
83. **“Regionalization”** means the identification of available resources within a given geographic area, and coordination of services to meet the need of a specific group of patients.
84. **“Response Time”** means the actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.
85. **“Service Area”** (or “catchment area”) means the City of Jackson’s now existing corporate limits and any areas that may be incorporated into the City at a later date.
86. **“Specialty Care Facility”** means an acute care facility that provides specialized services and specially trained personnel to care for a specific portion of the injured population, such as pediatric, burn injury, or spinal cord injury patients.
87. **“Standing Orders”** are those specific portions of the treatment protocols that may be carried out by ALS personnel without having to establish contact with medical control facility. These standing orders represent nationally recognized treatment modalities and allow the ALS personnel to treat life-threatening problems without delay.
88. **“State EMS Medical Director”** means a Mississippi licensed physician, employed by the Mississippi Department of Health, who is responsible for the development, implementation, and evaluation of standards and guidelines for the provision of emergency medical services and EMS medical direction in the state. This physician must



have experience in EMS medical direction and be board certified in emergency medicine. This physician must be experienced with EMS systems, EMS medical direction, evaluation processes, teaching, and curriculum development. It is the goal of the State EMS Medical Director to ensure the care delivered by EMS systems in the state is consistent with recognized standards and that quality is maintained in a manner that assures professional and public accountability. The State EMS Medical Director must serve as an advocate for efficient and effective emergency medical services throughout the state. The Responsibilities of the State EMS Medical Director include but are not limited to:

- a. Oversight of all aspects of EMS Medical direction in the state.
  - b. Approval of Offline Medical Directors for ambulance services.
  - c. Approval of protocols for ambulance services.
  - d. Approve training programs, training standards, and curricula for EMS providers and medical directors.
  - e. Oversight of all aspects of EMS quality assurance and performance improvement in the state.
  - f. Approval of the Quality Assurance and Performance Improvement plans for ambulance services.
  - g. Serve as Chairman of the Committee on Medical Direction, Training, and Quality Assurance.
  - h. Serve as Chairman of the EMS Performance Improvement Committee.
  - i. Serve as Chairman of the EMS Protocol Committee.
  - j. Act as a liaison with public safety and disaster planning agencies.
  - k. Act as a liaison with national EMS agencies.
  - l. Oversight of issues related to complaints, investigations, disciplinary procedures involving patient care, performance standards, and medical direction.
89. **“State Trauma Plan”** See Mississippi Trauma Care Plan.
90. **“Surveillance”** means the ongoing and systematic collection, analysis, and interpretation of health data in the process of describing and monitoring a health event.
91. **“System Standard of Care”** means the combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting

destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

92. **“System Status Management”** means a management tool to define the “unit hours” of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.
93. **“System Status Plan”** means a planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.
94. **“Trauma Care Region”** means a geographic area of the state formally organized, in accordance with standards promulgated by the department and has received designation from the department, for purposes of developing an inclusive care system.
95. **“Transport Volume”** means the actual number of requests for service that result in patient transport.
96. **“Trauma Care System Planning and Development Act of 1990”** means the federal law that amended the Public Health Service Act to add Title XII - Trauma Programs. The purpose of the legislation being to assist State governments in developing, implementing, and improving regional systems of trauma care, and to fund research and demonstration projects to improve rural EMS and trauma care.
97. **“Trauma Care System”** means an organized approach to treating patients with acute injuries; it provides dedicated (available 24 hours a day) personnel, facilities, and equipment for effective and coordinated trauma care in an appropriate geographical region, known as a Trauma Care Region.
98. **“Trauma Center Designation”** means the process by which the Department identifies facilities within a Trauma Care Region.
99. **“Trauma Program Manager”** means a designated individual with responsibility for coordination of all activities on the trauma service and works in collaboration with the trauma service director.
100. **“Transfer”** The movement (including the discharge) of a patient outside a hospital's facilities at the direction of any person employed by (or affiliated or associated, directly or indirectly with) the hospital, but does not include such a movement of a patient who (a) has been declared dead, or (b) leaves the facility without the permission of any such person.

101. **“Treatment Protocols”** means written uniform treatment and care plans for emergency and critical patients. These treatment plans must be approved and signed by the off-line medical director and/or medical groups.
102. **“Triage”** means the process of sorting injured patients on the basis of the actual or perceived degree of injury and assigning them to the most effective and efficient regional care resources, in order to insure optimal care and the best chance of survival.
103. **“Triage Criteria”** means a measure or method of assessing the severity of a person's injuries that is used for patient evaluation, especially in the prehospital setting, and that utilizes anatomic or physiologic considerations or mechanism of injury.
104. **“Triage Protocols”** means region wide plans for identifying, selecting, and transporting specific critical patients to appropriate, designated treatment facilities.
105. **“Unit Hour”** means one hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.
106. **“Unit Hour Utilization (UHU) Ratio”** means a measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.
107. **“Utilization”** means a measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hour actually consumed in productivity with the total available unit-hours.
108. **“Workload”** means the measure of work performed by on-duty units during any given period of time.

## **1.6 DISCLAIMER**

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this RFP. The City is providing the information contained herein as a courtesy to the ambulance service provider/Proposer. The City and its advisors neither guarantee nor warranty that the information contained in this RFP or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. **It is the Service Provider's/Proposer's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.**

## SECTION 2.0 – PROPOSAL GUIDELINES AND INSTRUCTIONS

### 2.1 GENERAL

Ambulance service providers responding to this Request for Proposals shall provide:

- 1) one (1) electronic and (1) bound hard copy of the complete original (non-redacted) version of the proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) labeled accordingly.

**Section components must be clearly distinguished as follows:**

- a. COVER LETTER Transmittal Form Sheet (Attachment A)
  - b. COMPONENT 1 – Technical Proposal
  - c. COMPONENT 2 – Management Plan
  - d. SUPPLEMENTARY DOCUMENTS
- 2) If the proposal contains confidential or trade information, one (1) additional confidential or trade electronic copy of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF), shall be labeled CONFIDENTIAL, and shall redact the confidential or trade information only.

**All Service Provider responses shall be submitted in a sealed envelope or box. The exterior of the sealed envelope or box shall be clearly labelled “Ambulance Services’ Proposal” and include the Proposer’s business name. The original and copies of the proposals shall be indexed with tabs as requested in Section 2.13 - Proposal Contents.**

Electronic proposals **MUST** be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

**All proposals (both electronic and physical hard copies) MUST be received no later than 3:30 p.m. Central Daylight Time, on September 12, 2023.** All physical hard copies shall be submitted to the attention of:

If by hand delivery: City of Jackson  
Office of the Municipal Clerk  
219 South President Street  
Jackson, Mississippi 39201

If by mail: City of Jackson  
Office of the Municipal Clerk  
Post Office Box 17  
Jackson, MS 39205-0017

## **2.2 ERRORS IN PROPOSALS**

The City will not be liable for any errors in Proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The City may waive minor irregularities and request Proposer cure such irregularity, but such waiver will not modify any remaining RFP requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being provided.

## **2.3 PROPOSAL WITHDRAWAL PROCEDURE**

Proposals may be withdrawn up until the Submission Date. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the proposal or until one of the proposals has been accepted and an agreement has been executed between the City and the successful Proposer.

## **2.4 PROPOSER CERTIFICATIONS**

By submitting a Proposal, each Proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Proposer certifies all statements in the response are true; and
- Neither Proposer, its employees, nor any affiliated firm providing the requested goods and services has any actual or potential conflict of interest with any City officers or employees relating to this solicitation

## **2.5 ESTIMATED QUANTITIES**

If the solicitation results in an indefinite quantity, the goods and services actually requested by the City may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement. For example, the City cannot guarantee a specific number of ambulance transports pertaining to this RFP.

## **2.6 NO COMMITMENT**

Neither submission of a Proposal nor the City's receipt of Proposal materials confers any right to the Proposer nor any obligation on the City. This RFP does not commit the City to award a

contract, nor will the City defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

## **2.7 RESERVATION OF THE RIGHTS OF THE CITY**

The award of this project is subject to the availability of funding. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more Proposers. The City of Jackson reserves the right to reject all proposals where the Proposer takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of the City of Jackson in any required contractual term(s) and provision(s) set forth in this RFP.

The City of Jackson reserves the right to amend the contents of this RFP by Addendum as it deems necessary. It is the responding Service Provider's/Proposer's sole responsibility to monitor the City of Jackson's website for amendments to this RFP to ensure that their response is pursuant to the amended RFP, if applicable.

The City reserves the right to negotiate the Contract for the project with the next most qualified Proposer if the first choice does not agree to the terms of a Contract after submission of the Contract to the Service Provider. The City reserves the right to negotiate all elements of work that comprise the selected proposal.

The City reserves the right, after opening the proposals, or at any other point during the selection process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives offered, or accept the proposal that, in the City's sole judgment, is in its best interests.

The City reserves the right to terminate the Contract if the selected Service Provider/Proposer fails to begin to perform the work described herein within ten (10) days after the City gives the selected Service Provider a written notice to proceed.

## **2.8 REQUESTS FOR INFORMATION**

The City specifically requests that any contact concerning this RFP be made with the DaWandra Hopkins, Financial Projects Coordinator, Office of the Fire Chief, at [dfreeman@jacksonms.gov](mailto:dfreeman@jacksonms.gov). Failure to honor this request will be negatively viewed in the selection process.

Any questions related to this solicitation are to be submitted in writing through email with the subject line, "Ambulance Services RFP Question" by August 24, 2023, to receive a response. Responses to all questions received will be delivered in the form of an Addendum to this RFP which will be provided through Central Bidding and any email addresses provided by interested Service Providers/Proposers by September 5, 2023.

At no time shall any Service Provider/Proposer or its personnel contact or attempt to contact any City of Jackson governing authority or staff member regarding this solicitation except as described above. Should it be determined that any Service Provider/Proposer has attempted to communicate or has communicated with any City of Jackson governing authority or staff member regarding this solicitation, the City of Jackson, at its discretion, may disqualify the Service Provider/Proposer from submitting a proposal in response to this RFP or being awarded a contract as result of this RFP.

## **2.9 SELECTION**

At any time in the evaluation process, the City may request clarifications from Proposers.

### **1. DETERMINATION OF RESPONSIVENESS**

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The City, in its sole discretion, may waive nonconsequential deviations if the deviations cannot have provided an advantage over other Proposers.

### **2. PROPOSAL EVALUATION**

The City will establish a Proposal Evaluation Committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top ranked Proposers for final negotiation of contract terms or may invite one or more Proposers for oral presentations and demonstrations. After evaluating presentations, the committee may recommend one or more top-ranked Proposers for final contract terms.

### **3. DETERMINATION OF RESPONSIBILITY**

The City will make a determination of the responsibility of any Proposer under consideration for award, taking into consideration matters such as the Proposer's compliance with public policy and laws, past performance, fiscal responsibility, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The City will notify any Proposer in writing what was found non-responsive and allow the finding to be contested.

## **2.10 CONTRACT AWARD**

### **1. NOTICE OF INTENT TO AWARD**

Once a decision has been made to award a contract to one or more Proposers, the City will post a Notice of Intent to Award by September 29, 2023, notifying the remaining Proposers of their non-selection.

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible Proposer offering the overall best value to the City for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement.

## 2. COMMENCEMENT OF PERFORMANCE

After the Agreement has been approved by the City Council and all parties have signed, the City will notify the Proposer and performance may proceed. Prior to City execution of the Agreement, no City employee may authorize work. Any work performed prior to that time may be uncompensated.

### 2.11 PROTESTS

**Protests that do not comply with the protest procedures outlined below will be rejected.**

#### 1. PROTEST ELIGIBILITY, FORMAT, AND ADDRESS

- a. Protests or objections may be filed regarding the contract award.
- b. The City will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the City's conduct of the solicitation.
- c. Submit protests to the City via email to DaWandra Hopkins, Financial Projects Coordinator, Office of the Fire Chief, at [dfreeman@jacksonms.gov](mailto:dfreeman@jacksonms.gov).
- d. Issues related to the protest will be reviewed by the City Legal Department.

#### 2. PROTEST DEADLINES

Submit protests of the contract award with any supplemental materials by **5 p.m., CST, October 6, 2023**. The date of filing is the date the City receives the protest, unless received after 5 p.m. CST, or on other than a Business Day, in which case, the date of filing will be the next Business Day.

**FAILURE TO FILE BY THE RELEVANT DEADLINE CONSTITUTES A WAIVER OF ANY PROTEST ON THOSE GROUNDS. SUPPLEMENTAL MATERIALS FILED AFTER THE RELEVANT DEADLINE SHALL BE REJECTED BY THE CITY.**



3. **PROTEST CONTENTS**

- a. The letter of protest must include all the following elements:
  - i. Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
  - ii. The law, rule, regulation, ordinance, provision, or policy upon which the protest is based, with an explanation of the violation.
- b. **Protests that simply disagree with decisions of the Evaluation Committee will be rejected.**

4. **REPLY TO PROTEST**

The City will send a written response to the protesting party and to any other party named in the protest within a reasonable time.

5. **NO STAY OF PROCUREMENT ACTION DURING PROTEST**

Nothing in these protest requirements will prevent the City from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

**2.12 PUBLIC RECORDS**

1. **GENERAL**

- a. All proposals, protests, and information submitted in response to this solicitation will become the property of the City and will be considered public records. As such, they may be subject to public review.
- b. Any contract arising from this RFP will be a public record.
- c. Submission of any materials in response to this RFP constitutes:
  - i. Consent to the City's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
  - ii. Waiver of all claims against the City and/or its officers, agents, or employees that the City has violated a Proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and

- iii. Agreement to indemnify and hold harmless the City for release of such information under the Public Records Act; and
- iv. Acknowledgement that the City will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

## 2. **CONFIDENTIAL INFORMATION**

- a. The City is not seeking proprietary information and will not assert any privileges that may exist on behalf of the Proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- b. If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL." If requested material has been designated as confidential, the City will attempt to inform the Proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- c. Failure to seek a court order protecting information from disclosure within ten days of the City's notice of a request to the Proposer will be deemed agreement to disclosure of the information and the Proposer agrees to indemnify and hold the City harmless for release of such information.
- d. Requests to treat an entire proposal as confidential will be rejected. Any such request will be deemed an agreement to the City for disclosure of the entire proposal. In such an event, the Proposer agrees to indemnify and hold the City harmless for release of any information requested.
- e. Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the City, marked as confidential, and compliant with state and federal rules and regulations.

### **2.13 PROPOSAL CONTENTS**

The Service Provider/Proposer shall provide detailed information to demonstrate its understanding of the services requested. Proposals should be prepared simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements set forth in this RFP. All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs, or other information necessary to facilitate the City's ability to accurately evaluate the proposal. All such other information as listed above shall be provided in an orderly manner with clear references to such

information contained within the Proposal (such as marking all other information individually in the manner “Attachment 01” or “Exhibit 01.”).

Number all pages of the proposal. Label and order each section as follows:

- (1) Cover Letter – no longer than one page, signed by an individual authorized to execute legal documents for the Service Provider (see below for further details).
- (2) Table of Contents – list all major topics and their respective page numbers and list all attachments and/or exhibits and their corresponding document number (e.g., “Attachment 01 – Organizational Flowchart”).
- (3) Authorized Contacts – identify the name and title of the person to contact regarding the Proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- (4) Management Plan Contents:
  - (a) Executive Summary
  - (b) Methodology
  - (c) Transition
  - (d) Equipment and Personnel
  - (e) Experience
  - (f) Capabilities/Organizational Capacity
  - (g) “Wall Time” Amelioration Requirements
  - (h) Customer Service
  - (i) Records Management
  - (j) Company History
  - (k) Mutual Assistance - “Helping Hands Clause”
  - (l) Miscellaneous Discussion/Items that relate to your Management Plan
- (5) Technical Proposal

(6) Price Proposal

(7) Supplementary Documents

### **2.13.1 COVER LETTER/TRANSMITTAL LETTER (ATTACHMENT A)**

The Proposal must include a letter of transmittal (Attachment A) attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone, and facsimile numbers of the Service Provider along with the name, title, address, telephone, and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

### **2.13.2 EXECUTIVE SUMMARY**

The Service Provider shall include an executive summary. The executive summary should outline its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team's experience, the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Service Provider's Proposal which make it superior or unique in addressing the needs of the City.

### **2.13.3 METHODOLOGY**

The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required in Section 6, Scope of Work and Special Provisions. Methods for all areas of Section 6 must be described.

### **2.13.4 TRANSITION**

The Service Provider shall provide a plan for the seamless transition of services from the previous Service Provider. This plan should include the process and timetable for notifying, in writing, all local hospitals that accept the delivery of patients for emergency services within the City (and other hospitals located nearby as may be reasonably believed to be needed in the event of emergencies/situations such that no hospitals in the corporate limits of the City are able to accept the delivery of patients).

This notice shall inform the hospital of the new Service Provider's contract with the City and request that if the hospital should have any questions regarding the Service Provider and its services/capabilities to contact said Service Provider so that discussions/clarifications can be held. The City shall be copied on all such notices and responses from the hospitals.

This plan shall also include the process and timetable showing any state and/or federal statutory and/or regulatory requirements that the Service Provider must meet in order to provide ambulance services for the City. Service Provider shall include with this process and timetable a statement certifying its belief that it will meet any and all statutory and/or regulatory requirements and must state the understanding that if such requirements cannot be timely met, the City may cancel its contract with the Service Provider. Further, Service Provider shall make an affirmative statement that it will provide the City with copies of all licenses/certifications, insurance policies, etc., as required by any state and/or federal statute and/or regulation.

This process and timetable should also state that Service Provider/Proposer shall contact the now existing Service Provider and inform them of the new contract and state that the new Service Provider agrees to work as closely as possible with the now existing Service Provider to ensure a smooth transition of services and patient care.

The Service Provider's plan will need to detail how it will transition within a period of no more than sixty (60) days from award of the Contract.

#### **2.13.5 EQUIPMENT AND PERSONNEL**

Provide the City with a comprehensive list of all equipment, including, but not limited to, make, model, year, number of years in service, equipment identification numbers and the like for all ambulances and any other patient transportation vehicles that are to be used. Provide the City with a breakdown of the personnel that will be available to fulfill this RFP, including, but not limited to, number of EMTs, Paramedics, years of experience, licenses and certifications, support staff, and the like.

#### **2.13.6 EXPERIENCE**

The Service Provider shall provide a detailed description of similar services or contracts in which it is presently involved or has completed during the past five (5) years. Service Provider shall also list any ambulance services contracts they have had with any person or organization during the past ten (10) years that has been cancelled or where said Service Provider has been declared to be in default of the ambulance services contract along with an explanation as to why Service Provider breached the contract.

#### **2.13.7 CAPABILITIES**

The Service Provider shall provide a description of its ambulance service capabilities both in the macro sense and as it applies to servicing the City as requested in this RFP. Service Provider shall also describe any limitations relative to facilities, equipment, staff, personnel, ongoing projects/contracts, ongoing litigation, or any other limitation on the Service Provider's capabilities.

### **2.13.8 “WALL TIME” AMELIORATION REQUIREMENTS**

Service Provider shall propose affirmative steps/solutions for the issue of “wall time” delays and specific ways in which the Service Provider shall work with local hospitals to ameliorate “wall time” such that those manner of delays can be reduced as much as possible. Service Provider shall make an affirmative statement that it understands that “wall time” will not be a continuously accepted reason for delayed emergency response times.

Service Provider shall discuss its understanding of the Emergency Medical Treatment and Labor Act (EMTALA) and how it applies to “wall time.” Service Provider shall discuss the ways in which it will work with local hospitals (and has worked with hospitals in the past) to ensure that emergency room hospital staff are aware of the EMTALA and its guidelines.

Service Provider shall explain that they understand that, pursuant to the EMTALA, EMS personnel are not legally required to remain with a patient at an emergency department/hospital, absent cases where EMS personnel are ethically bound to provide continuous care until the patient is handed off to hospital staff.

Service Provider shall discuss the following ambulance patient offload times (APOT) strategies regarding “wall time.” Service Provider shall state that they will affirmatively engage in communication with local hospitals and hospital leadership to discuss this issue and these strategies and shall provide the City with copies of all such communications. For number 3 below, explain in detail whether or not Service Provider is capable of employing a “transfer coordinator” or other member of its staff at all emergency departments where “wall time” is an issue such that said employee is able to assist with hospitals taking over care of a patient while allowing ambulances to return to service.

1. Engage hospital leadership to collaborate to identify possible solutions. Make hospital leadership aware that EMS crews are being held for extended periods of time at their hospitals. Explain to the hospital how APOT is impacting your organization and the overall EMS and public safety response. Emphasize that EMS is one piece of a larger EMS system.
2. Consider educating or reminding the hospital leadership about their obligations under EMTALA.
3. Consider placing a transfer coordinator or another member of your staff to stay with patients during the transition between EMS and ED care. This may serve to free up valuable EMS resources.

### **2.13.9 CUSTOMER SERVICE**

Describe the following items in your Proposal:

1. The Service Provider's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
2. Service Provider's approach to total quality management, and how your current customers benefit from your service improvements.
3. The Service Provider's complaint resolution procedures.
4. The nature of service improvement and increase in customer satisfaction that the Service Provider has been able to achieve in environments comparable to the City's in size and complexity.
5. The methodology the Service Provider uses to handle an unhappy customer. How the Service Provider regains that customer's confidence and retains their loyalty.
6. The emergency plan in place that the Service Provider will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disasters which may require a deviation from the normal operating procedures. The emergency plan should include emergency contact information.

### **2.13.10 RECORDS' MANAGEMENT**

Service Provider shall describe its record keeping procedures in detail.

### **2.13.11 COMPANY HISTORY**

Provide pertinent historical information that will demonstrate your capability to successfully meet the needs of this RFP.

### **2.13.12 MUTUAL ASSISTANCE - "HELPING HANDS CLAUSE"**

Service Provider shall express understanding that, in the event of equipment and/or personnel shortages such that an ambulance cannot respond to an emergency in a reasonable manner, no matter the cause, it will not protest other ambulance service provider(s) entering the City to assist with responding to emergency medical calls. However, the City understands that mutual assistance may be utilized to augment, but will not replace, the services that the City is requiring from Service Provider.

Service Provider shall discuss whether or not they have entered into mutual assistance clauses or similar with other service providers in the past and whether they are currently bound by such

a clause. Service Provider shall express that it will take all steps necessary to enter into such agreements with surrounding ambulance service providers and that this will be done within thirty (30) days of the award of this RFP.

Service Provider shall keep the City informed as to its progress and will provide the City with all such signed agreements that Service Provider enters. Service Provider shall affirmatively state that in the event an emergency arises wherein other ambulance service provider(s) assistance is needed, regardless of whether or not a mutual aid agreement has been officially entered, Service Provider will not protest and will not take legal action against the assisting service provider.

### **2.13.13 TECHNICAL PROPOSAL**

Service Provider shall craft its Technical Proposal in the following manner:

1. Explain responses to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics, and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
2. Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.
3. Include a project schedule with milestones, deliverables, dates, and a project management plan.
4. Specify any needs for physical space or equipment that the City must provide during the engagement.
5. Explain how work, equipment, and knowledge will be transitioned to the City or a new vendor at the end of the contract period if needed.

### **2.13.14 PRICE PROPOSAL**

1. The City will need to spend, at a minimum, to qualify for grants from the State's Emergency Medical Services' Operating Fund (EMSOF), fifteen cents (\$0.15) per capita based on the population computed from the most current federal census, which equates to: Twenty-Three Thousand Fifty-Five Dollars and Fifteen Cents (\$23,055.15) ( $\$0.15 \times 153,701 = \$23,055.15$ ). This amount would need to be adjusted pursuant to the next federal census that occurs in 2030 as soon as practical after the official population for the City is released.
2. Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.



3. Include prices for the base period of service and if applicable, for each additional year including option years.
4. Unless otherwise indicated, when applicable, in the price of an item, include all licenses required for operation, as well as upgrades and revisions to software over the term of the agreement.

#### **2.13.14.1 REASONABLENESS**

Price Proposals will be evaluated for completeness and reasonableness as they relate to the Technical Proposal and Management Plan.

#### **2.13.14.2 BEST VALUE**

While important, the Price Proposal will not be the sole determining factor in the selection process. It is not the intent of the City to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value, best patient care, best response times, and best safety for the services requested for in this RFP.

#### **2.13.15 SUPPLEMENTARY DOCUMENTS**

If additional documents and materials are appropriate, or have been requested by the City, provide in the following order as applicable:

1. Minimum Qualifications.
2. Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
3. Financial Documents.
4. Samples, drawings, illustrations, and related items.
5. Attachments, certifications, and forms executed as applicable.

#### **2.13.16 TERMS AND CONDITIONS**

Service Provider shall assign qualified, competent, and skilled personnel, who will serve as project manager(s), to oversee this Agreement. The City shall be notified in advance of any changes with the key personnel. Within one (1) year of the commencement of this Agreement, seventy-five percent of personnel performing services for this Agreement shall be considered full-time employees of the Service Provider working on average at least thirty (30) hours per week or one hundred thirty (130) hours per month.

At no time shall the Service Provider's personnel solicit, request, or receive gratuities of any kind. Service Provider shall inform its personnel that profane language is always prohibited during the performance of their duties. Any personnel of the Service Provider who engages in misconduct or is negligent in the performance of their duties, shall not continue providing services to the City under this Agreement. The City may request the reassignment of any personnel of the Service Provider who violates the provisions of this Agreement, or who is determined to be wantonly negligent or discourteous in the performance of their duties while working for the Service Provider performing services under this Agreement.

The Company shall not enter any subcontracts, leases, or agreements pertaining to the provision of the services under the Agreement without the written consent of the City. The Agreement may not be assigned, in whole or in part, in any way without prior written consent of the City.

### **SECTION 3.0 – QUALIFICATIONS AND EXPERIENCE**

#### **3.1 MINIMUM QUALIFICATIONS**

Proposals not meeting minimum qualifications will be disqualified. To qualify for evaluation by a Proposal Review Committee (PRC), a Proposer must meet the following minimum qualifications:

**1. EXPERIENCE:**

- a. Five years continuously engaged in providing services as required by a high-performance contract in the United States as a primary 911 Ambulance services provider at the ALS level for a municipality and/or county similar in size and scope to the City.
- b. If the Proposer is organized as a legally formed partnership or limited liability company, each partner entity participating in the partnership or Limited Liability Company must have existed and continuously provided Prehospital ALS Emergency Medical Services, for a minimum of five years in the United States.

**2. FINANCIAL CONDITIONS**

**a. FINANCIAL STABILITY**

Proposer shall provide evidence that clearly documents the financial history of the organization including financial interests in any other related business and demonstrates that it has the financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the contract.

- i. Provide externally audited financial statements for the most recent five years. If the Proposer organization is a subsidiary of another corporation or is a dependent governmental entity, Proposer shall provide externally audited financial statements for the parent entity for the most recent five years. If financial statements of a parent entity are submitted, the Proposer organization's financial statements must either be separately shown as a part of those financial statements or submitted separately in the same format and for the same period. Such a parent entity shall be required to guarantee the performance of the Proposer.

**3. DEMONSTRATION OF ADDITIONAL PROPOSER QUALIFICATIONS**

Proposers must respond to each of the following additional criteria and demonstrate their qualifications. Supporting documentation must be provided for the response to each requirement. Please note that all proposals will be public record.

**a. LEGAL HISTORY**

This item may be submitted in an electronic format, such as compact disc or USB drive. Proposer shall document its litigation history for the past five (5) years. Proposer **may** be disqualified if a final judgment was issued against Proposer or any affiliated organization for breach of contract or failure to perform ambulance or other emergency services competently and adequately. The Proposal must include a listing of all resolved or ongoing litigation involving the Proposer's organization, including a narrative describing the claim or case and the resolution or status for the past five years. This listing shall include litigation brought against the Proposer's organization or affiliated organizations and any litigation initiated by the Proposer's organization or affiliated organizations against any governmental entity or ambulance provider. For purposes of this litigation history, "affiliated organization" means any organization owned by Proposer, any organization for which Proposer is a successor entity, any organization that either merged with Proposer or divested from Proposer, or any organization which is a parent or subsidiary of Proposer. The term "litigation" includes, along with court cases, disputes also resolved by mediation or arbitration.

- b. Documented proof of availability to measure and achieve compliance with fractile response time performance.

- c. Documentation that Proposer is legally authorized or eligible to do business in the State of Mississippi and/or the ability to obtain such authorization prior to the start date of the Agreement.
- d. Documentation that Proposer is free of commitments that would impact Proposer's ability to obtain lines of credit, guarantor letters, or otherwise negatively affect the company's ability to perform the Agreement. Proposer shall not have any existing obligations that might impact its ability to provide services under the terms of this Agreement.
- e. Proposer must submit a list or table of every contract the Proposer currently serves and every contract it has served in the five years prior to submission of its proposal. Including:
  - i. Type and level of service provided including the population served.
  - ii. The contract period/term.
  - iii. Whether the Proposer held exclusive market rights for emergency ambulance service under the contract.
  - iv. Whether the contract was competitively awarded.
  - v. The name, address, contact person, and telephone number for the contract for reference purposes.
  - vi. Dollar amount of the services provided.
  - vii. The name of the contracting agency.
  - viii. The circumstances under which any contract was terminated, prior to expiration, including the cause of failure or refusal to complete, and any allegations of deficient service, if applicable.

### **3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE**

Provide all the following regarding:

1. **ORGANIZATIONAL CAPACITY:**
  - a. Provide a description of the local management team, roles and responsibilities and their backgrounds; include biographical information and attach resumes.
  - b. Titles and names of staff members who will be on the team responsible for the service, as well as the expected availability of the various individuals. Include the resume of a dedicated, full-time manager.
  - c. All applicable licenses and license numbers relevant to delivery of services; the names of the holders of those licenses, and the names of the agencies issuing the licenses.

- d. The selected Proposer must self-perform the majority of 911 ambulance services and must directly employ all key personnel as well as EMT's and Paramedics as described in this RFP. However, the selected Proposer may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance.

## 2. EXPERIENCE

- a. Number of years the prospective contractor has been in business under the present business name, as well as related business names.
- b. The number of years providing services as a 911 ALS provider.
- c. Details of any future or refusals to complete a contract.
- d. Whether the responder holds a controlling interest in any other organization or is owned or controlled by any other organization.

## 3. REFERENCES

- a. Append three (3) letters of reference specifically related to the Proposer's current and existing:
  - i. Agreements and contracts
  - ii. Clinical performance as an ALS contractor
  - iii. Quality assurance/improvement program effectiveness
  - iv. Response-time performance
  - v. Vehicle maintenance and replacement program
  - vi. Relationships with first responder agencies'
  - vii. Organization's local and/or national reputation as a contractor of ALS services
  - viii. Relationship with labor organizations
- b. Letters of reference must include the following:
  - i. Signed and dated by the author.
  - ii. Direct or indirect business or financial relationship between the author or organization and the Proposer.
  - iii. The extent to which the author/organization is familiar with the Proposer and the Proposer's work/performance. Letters of reference may not be supplied by or considered from City employees and/or directors.

## SECTION 4.0 – INSURANCE AND INDEMNITY

At all times during the term of the Agreement, Service Provider shall maintain in force the following proposed minimum levels of coverage and limits of liability for insurance or self-insurance (these coverages and limits can be further discussed during contract negotiations):

1. **COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE** including coverage for:
  - a. Premises/Operations
  - b. Products/Completed Operations
  - c. Pollution – On-Site and Off-Site (Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage)
  - d. Personal/Advertising Injury
  - e. Contractual
  - f. Independent Contractors
  - g. Stop Gap/Employers Liability

**Proposed minimum limits of liability:**

\$1,000,000 each occurrence Combined Single Limit bodily injury and property damage (CSL)  
\$2,000,000 Products/completed operations aggregate  
\$2,000,000 General aggregate  
\$1,000,000 each accident/disease/policy limit

2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE (Proposed)** for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.
3. **WORKERS' COMPENSATION INSURANCE** as required by the laws of the state of Mississippi.
4. **UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE (Proposed)** over CGL and automobile liability minimum limit shall be \$5,000,000 CSL (\$6,000,000 total limits requirement).

**The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits. Service Provider shall provide written Certificates of Coverage for each of the categories above.**

#### 4.1 INSURANCE TERMS AND CONDITIONS

1. **City of Jackson as Additional Insured:** The CGL, Auto, and excess/umbrella insurance shall include “the City of Jackson” as an additional insured for primary and non-contributory limits of liability.
2. **No Limitation of Liability:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.
3. **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** The Contractor’s insurance policy shall include a “separation of insureds” or “severability” clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer’s liability. The Contractor’s insurance policy shall not contain any provision, exclusion, or endorsement that limits, bars, or effectively precludes the City of Jackson from coverage or asserting a claim under the Contractor’s insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor’s CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer’s Liability exclusion, (e) any “Insured vs. Insured” or “cross-liability” exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor’s failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract with the City of Jackson; or if applicable, and at the discretion of the City, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Contract.
4. **Claims Made Form:** If any policy is written on a claims’ made form, the retroactive date shall be prior to or coincident with the effective date of this Contract. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the

Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the contract.

5. **Deductibles and Self-Insured Retentions:** Any self-insurance retention or deductible in excess of \$ 25,000 that is not “fronted” by an insurer, and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self-insured or deductible layer and upon City’s request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.
6. **Notice of Cancellation:** The City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation shall be delivered or mailed to the City not less than 30 days prior to cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to cancellation (10 days as respects non-payment of premium).
7. **Qualification of Insurers:** Insurers shall maintain AM Best Ratings of A-VII or better unless procured as a surplus lines placement, or as may otherwise be approved by the City.
8. **Changes in Insurance Requirements:** The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.
9. **Evidence of Insurance:** The Contractor must provide the following evidence of insurance:
  - a. A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein.



- b. An attached City of Jackson designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
- c. A copy of all other amendatory policy endorsements or exclusions of the Contractor's insurance CGL/MGL policy that evidences the coverage required.

If the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

## **4.2 INDEMNITY**

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole gross negligence of the City.

## **SECTION 5.0 - PROPOSAL EVALUATION**

### **5.1 EVALUATION COMMITTEE**

An Evaluation Committee will review all properly submitted and qualifying proposals and will take part in the selected Proposer's oral presentations. This Evaluation Committee consists of: Fire Chief, Willie G. Owens; Assistant Fire Chief, Patrick Armon; Deputy Fire Chief, Cleotha Sanders Jr.; Chief of Staff, Dr. Safiya Omari; Chief Administrative Officer, Louis Wright; and Chief Finance Officer, Fidelis Malembeka. The Evaluation Committee, in its sole judgment, will decide if a proposal is viable and will determine the winner.

## 5.2 EVALUATION SCHEDULE

RFP Released for Advertisement	Published in Mississippi Link & Clarion Ledger on 08/03/2023 and 08/10/2023
Deadline to Submit Requests for Information/Questions	08/24/2023
City's Responses to Requests for Information/Questions	09/05/2023
RFP Deadline	By 3:30 p.m., CST, on 09/12/2023
Opening of Proposals	09/13/2023
Oral Presentations from Properly Responding & Qualifying Service Providers	09/18/2023 to 09/22/2023
City's Notice of Intent to Award Contract	09/29/2023
Deadline for Protesting Contract Award	By 5:00 p.m., CST, on 10/06/2023
Tentative Date for Presenting Contract to City Council	10/24/2023

## 5.3 PROPOSAL EVALUATION FACTORS

It is the City's intent to evaluate all properly submitted Proposals based on technical merits and management plans and to choose the Service Provider whose Proposal provides the best value to the City. The City reserves the right to waive any irregularities, reject any and/or all Proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City. **Because of the nature of an ambulance services contract, that being namely the health, welfare, and safety of the City's citizens and visitors, the price of the proposal will not be the sole determining factor in awarding the contract.**

### 5.3.1 SELECTION CRITERIA

Selection of the Service Provider for Contract negotiations will be based on an evaluation of the following criteria:

1. Technical Proposal **(50%)**
2. Management Plan (which includes items such as prior experience, performance history, references, etc.): **(40%)**

3. Service Provider's Presentation (which will include discussions of minority participation in Service Provider's ambulance services): **(10%)**

### **5.3.2 ORAL PRESENTATIONS**

Following an initial evaluation of the technical proposals and management plans, the City's Evaluation Committee will request the top two (2) ranking firms to make an oral presentation and/or be interviewed. The requested Service Providers will be contacted to arrange a date and time between September 18, 2023, and September 22, 2023, for the presentation or interview. The City's contact for this RFP, DaWandra Hopkins, will advise the top two (2) Service Providers by email and telephone of the date and time for the presentation or interview. At the conclusion of the interviews and presentations, the highest-rated proposal will be recommended to the Mayor for selection for contract negotiations.

### **5.3.3 NEGOTIATIONS**

The City will negotiate with the Service Provider whose Proposal is determined to be most advantageous to the City. If negotiations with the highest-ranking Service Provider fail, solely at the City's election, negotiations may be initiated with the next highest-ranking Service Provider, and so on, until an agreement is reached. The City reserves the right to reject all offers and cancel this solicitation without executing a Contract.

### **5.3.4 CONTRACT FORMATION**

If the negotiation process produces a mutual agreement with a Service Provider, the Parties will finalize a Contract, which will be presented to the City Council for their consideration. If approved by the City Council, the Service Provider will execute the Contract as negotiated and forward to the City's contact for signature by the Mayor.

## **SECTION 6.0 – SCOPE OF WORK AND SPECIAL PROVISIONS**

**6.1** This Scope of Work is for general information and the formulating of the Service Provider's Fee Proposal. While the Scope of Work and terms and conditions presented reflect the City's preferences, this Scope of Work and the terms and conditions may be modified during the negotiation and contracting phase.

**6.2** Request for assistance to medical emergencies are typically made through the 911 phone system. These calls are answered by the City's designated dispatch center. Personnel at the City's dispatch center will identify the caller's needs and if medical aid is needed, will follow priority dispatching protocols to identify the nature of the call and location. This information will then be transferred via phone or electronic data interface to the Service Provider and the City's Fire Department. The City's dispatch center is operated by City employees under City supervision.

- 6.3** When a request for service is received at the City’s dispatch center, the City’s dispatcher will answer the request and follow approved dispatch procedures, coordinate with the Service Provider’s designated dispatch center to offer planned pre-arrival assistance (as appropriate) and manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responders and/or EMS air transport provider agencies.
- 6.4** The Provider will receive all emergency ambulance service and all ALS and BLS ambulance service calls received by the City’s dispatch center for:
1. All 911 calls/PSAP (public safety access point) requests for ambulance service.
  2. Ambulance transport to an emergency department from the scene of an emergency, including transports to an emergency department originating from a skilled nursing facility, physician’s office, medical clinic, residential care facility, or any other medical facility.
  3. ALS and BLS ambulance transports from general acute care hospitals within the City to any other general acute care hospital.
  4. Critical Care Transport (CCT), which shall conform to the definition of “Specialty Care Transport” as defined in 42 CFR 414.605, from general acute care facilities within the City to any other general acute care hospital.
- 6.5** The initial response to a potentially life-threatening incident includes both a Jackson Fire Department first response unit/s and a paramedic-staffed ambulance. The location of fire stations throughout the city enables firefighters to make a rapid initial response to a medical emergency. The City is striving to place medically trained firefighters on each fire department unit to support EMS incidents. Please explain how you will help the City of Jackson achieve the above goals, for example, by offering training to Jackson Fire Department employees.
- 6.6** The Service Provider will be responsible for providing the necessary radio equipment and upgrades within each response unit compatible to the radio and dispatch system already being utilized at the City’s dispatch center (designated system for the City).
- 6.7** The Service Provider shall provide all medical re-supply items needed to re-stage each City Fire Department unit back to available status upon completion of an emergency call.
- 6.8** The Provider is required to provide at least two (2), or more as determined by the Service Provider, non-transporting paramedic quick response vehicles (QRVs). These vehicles shall be available all hours of each day of the week all calendar year. These units will provide quick access to Paramedic care involving motor vehicle accidents and rescue

operations. These units can also function as a supervisory unit for the purpose of personnel management for the provider.

- 6.9** The proposed minimum ambulance crew for ALS transport will consist of one (1) Paramedic or one (1) A-EMT, and one (1) EMT Basic per ambulance unit and if needed one (1) Paramedic for the QRV unit along with all equipment necessary to function as an ALS unit. Ambulance crews may consist of more of the above personnel as determined by the Service Provider. The proposed minimum ambulance crew for BLS transport shall be composed of two (2) EMT Basics. These numbers will be reevaluated, and changes can be made as circumstances allow.
- 6.10** The Service Provider shall comply with all applicable Medical Protocols and other requirements created by the State of Mississippi and the agencies and departments thereof and/or any political body having jurisdiction thereof, as well as all Federal Rules and Regulations and City Ordinances.
- 6.11** All the Service Provider's ambulances, equipment, and any other transport units shall meet the standards of licensure and certification as set forth by the Mississippi State Department of Health, Mississippi Statute, Federal Rules and Regulations, and City Ordinances.
- 6.12** Service Provider shall identify its policy for the maximum number of years and mileage that an ambulance will be retained and its maintenance plan. Service Provider shall identify the condition of each ambulance as requested by the City.
- 6.13** The Service Provider shall be responsible for all maintenance of ambulances, support vehicles, on-board equipment, and any other item(s) used in the performance of its work. The City expects that all ambulances and equipment used in the performance of the Agreement will be maintained in optimal condition. Any ambulance, support vehicle and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service, and replaced with a functional equivalent
- a. Service Provider is required to ensure that its maintenance program is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic level ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, by developing and implementing standardized maintenance practices, and by incorporating an automated or manual maintenance program record keeping system.
- 6.14** Service Provider will provide the City with a list of paramedics and all other ambulance staff currently employed by it and shall update that list whenever there is a change.

- 6.15** The City expects the Service Provider's personnel to participate in EMS sanctioned exercises and disaster drills and other training in preparation for multi-casualty or widespread disaster response events.
- 6.16** Extrication and rescue activities will be the responsibility of the City's Fire Department. The Service Provider is not responsible for these activities.
- 6.17** In addition to emergency response, Service Provider will be called upon to provide emergency ambulance coverage/standby at the request of the City's Fire Department to special functions including but not limited to public school events and activities, sporting events and games, dances, city festivals and events, extended fire suppression calls, hazardous material operations, and any other activities deemed necessary to provide preemptive emergency medical care to the visitors, citizens, and emergency service personnel within the City.
- 6.18** Service Provider shall be responsible for securing on-line off-line medical control as defined in the Rules and Regulations of the Mississippi State Department of Health, Division of Emergency Medical Services.
- 6.19** Service Provider shall afford equal employment opportunities and will not discriminate based on race, color, religion, gender, age, physical disability, or natural origin, with respect to hiring, compensation, promotion, training, or any other conditions of employment.
- 6.20** The conduct and appearance of Service Provider's personnel must always be professional and courteous. Service Provider shall provide its current Employee Policies and Procedures to the City.
- 6.21** Service Provider shall be permitted to park ALS ambulance units at some or all the City's Fire Stations. Service Provider's personnel shall be permitted to use the facilities of the City's fire stations while ambulances are being staged; however, access and use of the same shall be subject to the policies and procedures of the City which will be provided in print by the City to the Service Provider.
- 6.22** Service Provider shall provide the highest quality clinical care, shall provide a reliable EMS service at a reasonable cost to consumers, and shall provide the community with an operationally and financially stable EMS system.
- 6.23** Service Provider will provide Basic Life Support (BLS) ambulance unit/s, as necessary, staffed by a minimum of two EMT-Basics to be used for non-life-threatening responses including calls so designated through emergency medical dispatch protocols, mental health transports requested by law enforcement, nursing care facilities, and inter-facility transfers. The BLS ambulance unit/s will always be available to facilitate the above listed

transports. Service Provider shall be responsible for maintaining and coordinating all such transfers with health care facilities located within the City.

- 6.24** Patient treatment and transport shall be performed in accordance with all applicable laws and regulations which may include, in the case of paramedics, contacting a mobile intensive care nurse (MICN) or physicians at a designated base hospital to obtain direction in management of the patient.
- 6.25** Service Provider shall transport patients to appropriate receiving facilities. Hospital destination is based upon patient preference and applicable EMS protocols. Critical patients are normally transported to the nearest emergency department, closest appropriate facility, or to a trauma center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time or as not to negatively affect the minimum level of ambulance coverage within the City.
- 6.26** In the event that all the Service Provider's ambulance units are allocated to emergency calls within the City, the Fire Chief or designee shall be immediately notified by the Service Provider.
- 6.27** Service Provider acknowledges that the City may enter into a Mutual Aid Agreement with Hinds County (and any other surrounding Counties) regarding emergency medical calls in certain areas outside of the corporate boundaries of the City. The Service Provider will provide ALS ambulance service to such Mutual Aid Areas as dispatched by the City. Service Provider acknowledges that the City is not the primary fire responder to such Mutual Aid Areas and accordingly, the Provider acknowledges that Hinds County (or other surrounding counties) EMS may dispatch ALS ambulance service to such Mutual Aid Areas and that the City cannot ensure that calls for such service in the Mutual Aid areas will be given to the Service Provider.
- 6.28** Service provider agrees to work with all local hospitals and any other medical facilities where patients might be transported to ameliorate ambulance delays caused by "wall time." Service Provider agrees to furnish the City with all written communications regarding the reduction in "wall time" delays.
- 6.29** Medical helicopter service may be available to transport critical patients when ground ambulance transport time would be excessive, and the patient meets helicopter transport criteria. Service Provider, and not the City, shall be responsible for ensuring that the patient is transported to the appropriate receiving facility based on the patient's needs or expressed instructions in this regard.
- 6.30** Service Provider shall adjust the levels of the availability of its ambulances such that system overload infrequently occurs and understands that system overload will not be an ongoing tolerable reason for delayed response times. Service Provider understands that it is responsible for analyzing metrics and determining the appropriate level of

ambulances, support staff, and EMS personnel, to meet the City's response times, irrespective of the Service Provider's pursuit of profits. Should system overload occur, Service Provider agrees to call into service additional ambulance units and staff as needed to meet the City's response time requirements.

- 6.31** Service Provider shall coordinate with the City's Fire Chief or designee to logistically locate emergency ambulance transporting units at designated City Fire Stations to meet the required response times as requested in this RFP. A minimum of at least five (5) ambulances shall be parked at selected Fire Stations. Absent emergency situations, those ambulances shall work and respond to calls in the general areas around and near the Fire Stations where they are parked and shall return and park at those Fire Stations after calls. Service Provider shall strive to maintain fixed crews, whenever possible, in the ambulances that are parked at Fire Stations such that the local community becomes familiar with ambulance personnel. The City believes that it is important to foster a feeling and sense of community between its citizens and emergency personnel.
- 6.32** Service Provider will provide the required services without a direct subsidy or payment from the City with the single exception of the yearly payment from the City necessary to qualify for the Mississippi State Emergency Medical Services Operational Fund (EMSOF) grant program. Currently, pursuant to State Statutes and Regulations, the subsidy amount paid directly to a Service Provider shall not exceed \$0.15 per capita per year based on the most recent Federal Census (153,701 population multiplied by .15 equals \$23,055.15). This amount would need to be adjusted after the City's population numbers are released after the next federal census which occurs in the year 2030.
- 6.33** Service Provider will be solely responsible for all invoicing/billing to patients to whom it has provided service(s). Service Provider acknowledges that some patients who are treated may not have medical insurance and/or may not be able to pay for services rendered.
- 6.34** Service Provider shall respond in the same manner to all areas of the City and shall not prioritize any areas of the City over other areas.
- 6.35** Service Provider shall complete, maintain, and provide the City daily, monthly, and yearly records and documentation regarding its performance compliance. Service Provider agrees to coordinate with the Jackson Fire Department to create the criteria for these reports and any other reporting requirements. Service Provider shall not classify any such documentation/metrics as privileged or in any other way to prevent disclosure of the documents/metrics to the City. Service Provider agrees to give the City access to its accounting, finances, etc., as required/requested. Official response time records will be determined by the City's Computer Aided Dispatch (CAD). Service Provider agrees to implement and continuously maintain a system whereby its patients can file complaints regarding service, response times, billing, etc. Service Provider further agrees, each month, to compile, in a legible manner to the lay person, a searchable and sortable report



of all such complaints and provide said report to the City's Fire Chief and/or designee by the fifth (5<sup>th</sup>) day of each month. Service Provider agrees to investigate all such complaints and communicate its findings with the complaining patient. Service Provider will also designate an employee to attend any and all city council meetings, town-hall events, citizen's agendas, or other similar type public forums wherein ambulance services are being discussed. That person should be prepared to engage with the public and answer questions from the public in a knowledgeable and understandable manner.

- 6.36** Service Provider acknowledges that City Fire and Police personnel transported/treated by the Service Provider because of an injury(ies) sustained while on duty shall not be assessed any out-of-pocket expenses for such transportation/treatment costs.
- 6.37** Service Provider understands that the City makes no promises or guarantees concerning the number of calls or transports, quantities of patients, distance of transportation, or patients' ability to pay.
- 6.38** The essential areas that Service Provider is required to meet performance standards include:
1. Ambulance and QRV response times.
  2. Ambulance and QRV equipment and supply requirements.
  3. Ambulance and QRV staffing levels, including personnel with current and appropriate levels of certification/licensure.
  4. Clinical performance consistent with approved medical standards and protocols.
  5. Comprehensive quality improvement and compliance activities and results.
  6. Customer and community satisfaction with the services provided.
  7. Compatibility with City and its emergency services departments.
- 6.39** The City's Fire Chief or designee may require that Service Provider employees attend an audit when necessary. The Service Provider's employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every Service Provider employee involved in a case being reviewed is not required, unless mandated by the City.
- 6.40** Service Provider shall develop and implement a comprehensive continuous quality improvement (CQI) process which will be integrated with the City's EMS system.

- 6.41** Service Provider shall be required to transport patients from all areas within the corporate City limits in accordance with all applicable Medical Control Destination Protocols.
- 6.42** Service Provider shall be prohibited from attempting to influence a patient's destination selection other than as compelled by applicable regulations pertaining to the same and/or as outlined by any section herein.
- 6.43** Service Provider shall maintain an on-going driver training program for ambulance personnel or any of the City's NREMT's used in support or ambulance operations. The program, the number of instruction hours, and the system for integration into the provider's operations (e.g.; accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be provided to the City on an annual basis thereafter.
- 6.44** Service Provider shall develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure. Service Provider is to provide for the collection, cleaning, and/or disposal of all contaminated items.
- 6.45** Service Provider shall maintain its vehicles in good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained, so as to achieve the industry norms (along with all federal, state, and local rules and regulations) in vehicle performance and reliability.
- 6.46** Ambulance replacement shall occur on a regular schedule. Ambulances and/or any other Service Provider transport vehicle exceeding set perimeters shall not be deployed within the City.
- 6.47** Service Provider shall have sole responsibility for furnishing all equipment necessary to provide the required service. All on-board equipment, medical supplies, and personal communications equipment utilized by the provider will meet or exceed the minimum requirements set for the State of Mississippi.

The City may, but shall not be required to, inspect the Provider's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements the same will be immediately removed from service until the deficiency is corrected. If the missing item is deemed a critical omission, the city may impose fines of up to One Thousand Dollars (\$1,000.00) per occurrence/omission.

- 6.48** Service Provider agrees that nothing herein shall preclude the dispatch of the nearest available ambulance even though not fully equipped, in response to a life-threatening

emergency, so long as another appropriately equipped ambulance of at least an equal level of service is also dispatched to the scene.

- 6.49** Costs of maintenance and repairs, including parts, supplies, spare parts, inventories of supplies, labor subcontracted services, and costs of extended warranties, shall be at the Service Provider's expense.
- 6.50** Service Provider shall be responsible for immediate recall of personnel during multi-casualty or widespread disaster(s) and shall develop a plan for such. This plan shall include the capability of the Service Provider to alert off-duty personnel.
- 6.51** Service Provider shall provide, at no charge to City, stand-by services at the scene of an emergency incident within the City, when directed by the City's dispatch center. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Service Provider shall notify the City's dispatch center when a standby may limit the Provider's ability to meet response time standards for the Service Area.
- 6.52** Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations for businesses, ambulance services, and those associated with employees. Service Provider shall also comply with City EMS policies, procedures, and protocols. The Service Provider is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by Medicaid and other state and federally funded programs. The primary means of the Service Provider's compensation under this Proposal is through fee-for-service reimbursement of patient charges.
- 6.53** Service Provider shall receive payment from patient charges and assumes sole responsibility for the billing and collection processes associated with those charges. Service Provider shall not include any reference to the City on any patient billing documents, claims, and/or invoices.
- 6.54** Service Provider expressly warrants that, in the event of a default under the terms of any subsequent Contract, it will work with the City to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Service Provider acknowledges that there is a public health and safety obligation to assist the City in every effort to insure uninterrupted and continuous service delivery in the event of a default, even if the Provider disagrees with the determination of default.
- 6.55** Service Provider shall be responsible for and shall hold all required federal, state, or local permits or licenses required to perform its obligations under any Agreement with the City. It shall be entirely the responsibility of the Service Provider to schedule and coordinate all such applications and application renewals as necessary to ensure the Provider is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide ambulance services. Service Provider shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the

services, if applicable, are always valid and current and that all its employees are lawfully employed.

- 6.56** All services furnished by the Service Provider shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be the Provider's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services agreed upon, and to always maintain compliance with those applicable standards.
- 6.57** Service Provider shall not be prevented from conducting private work that does not interfere with the requirements agreed upon with the City.
- 6.58** Service Provider shall retain all documents pertaining to the City for five (5) years from the end of the fiscal year following the date of service and/or for any further period that may be required by law until all Federal/State audits are complete and exceptions resolved for the contracted period. Upon request, and except as otherwise restricted by law, the Service Provider shall make these records available to authorized representatives of the City, the State of Mississippi, and the United States Government.
- 6.59** Service Provider consents to the exclusive jurisdiction of an appropriate court located in the State of Mississippi, Hinds County, First Judicial District, for all actions and proceedings between the parties hereto arising under or growing out of an executed Contract with the City.
- 6.60** The City, upon written notice to the Service Provider, may immediately terminate any Contract resulting from this RFP should Service Provider fail to perform any of its duties and/or obligations contained within this Proposal and/or contained within any subsequent Contract.
- 6.61** Service Provider will have ninety (90) days after termination of an Agreement, for whatever reason, in which to supply the required documentation, if any, necessary to facilitate the close out of such an Agreement. Service Provider further agrees, in the event of Contract termination, for whatever reason, to work cooperatively and assist any new ambulance Service Provider with getting in operation as quickly as possible within the City.
- 6.62** Service Provider shall notify the City within twenty-four (24) hours of any litigation or significant potential for litigation involving the Service Provider regarding any activities and/or omissions of the Service Provider.
- 6.63** If the parties hereto institute litigation against the other party to enforce its rights pursuant to performing the proposed obligation, actual and reasonable attorney's fees and court costs as determined by court, shall be awarded to the prevailing party.

## **6.64 PERFORMANCE PLAN**

Service Provider shall provide, within ten (10) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to its clinical, operational, and financial performance to the Fire Chief or designee. These Reports shall be created in such a manner that they are legible and understandable by lay personnel. Any industry jargon and/or acronyms that are used shall be explained in detail. Service Provider shall document and report to the Fire Chief, or his designee, response time compliance and any citizen complaints.

Reports shall include, at a minimum:

### **1. CLINICAL**

- a. Summary of clinical/service inquiries and resolutions, if any.
- b. Summary of interrupted calls due to vehicle/equipment failures, if any.

### **2. OPERATIONAL**

- a. Calls and transports identified by nature (EMD code).
- b. A list, by Emergency Room, of each call where an ALS ambulance was dispatched and when an ALS ambulance should have responded according to City dispatch standards.
- c. A list of every call where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting trauma criteria, on-scene time and/or transport to hospital time.

### **3. RESPONSE TIME STATISTICAL DATA**

Within ten (10) working days following the last day of each month, Service Provider shall provide ambulance response time records to the City in a computer readable format approved by the Fire Chief and suitable for statistical analysis for all ambulance responses originating from requests to the City's dispatch center (this report will cover response time statistical data for the previous month). Such records shall include the following data elements:

- a. unit identifier
- b. location of call – street address
- c. nature of call (EMD Code)

- d. code to scene
- e. time call received by the Provider
- f. time call dispatched by Provider
- g. time unit enroute
- h. time unit on-scene
- i. time unit enroute to hospital
- j. time unit at hospital
- k. time unit clear and available for next call
- l. outcome (dry run, transport)
- m. receiving hospital
- n. code to hospital
- o. major trauma (MVC, non-MVC)
- p. number of patients transported
- q. EMS incident number

**6.65 PROPOSED RESPONSE TIME REQUIREMENTS:**

Service Provider must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not be substitute for the performance results. Service Provider shall provide periodic internal evaluations and shall, as requested by the City, provide such documentation as may be required for the City to perform evaluations of the Provider's performance.

The proposed response time requirements for 100% of all emergency calls for service in the City are as follows (exact response time requirements can be discussed during contract negotiation – however, the City believes that the below response time requirements are reasonable):

1. 90% of emergency call response times within eight (8) minutes and 0 seconds (8:00).
2. 10% of emergency call response times within thirteen (13) minutes and 0 seconds (13:00).

#### **6.65.1 PROPOSED RESPONSE TIME EXEMPTIONS:**

In responding to this RFP, Service Provider shall propose response time exemptions it feels are reasonable. These response time exceptions will be discussed and negotiated with the City further in contract negotiations.

In some cases, late responses may be exempted from liquidated damages. These exemptions will be for good cause only, as reasonably determined by the Jackson Fire Department (Fire Chief or designee). The burden of proof that there is good cause for the exemption shall rest with the Service Provider. Such request shall, at a minimum, list the date, the time, and the specific circumstances causing the delayed response. However, response time exemptions will also require documentation/evidence in order to show good cause.

Response time exemption requests shall be submitted to the Fire Chief or designee, along with the Response Time Statistical Data as discussed above, by the tenth (10<sup>th</sup>) of each month (detailing response time exemption requests for the month prior). Service Provider is responsible for preparing these response time exemptions in a format and style that is understandable to the layperson. Service Provider is further responsible for providing any and all supporting data/evidence that corresponds with its requested response time exemption. The Fire Chief or designee will review the proposed exemptions and if Service Provider has shown good cause, will approve the response time exemption, or, if good cause is not shown, will deny the requested exemptions. After the Fire Chief or designee has approved or denied Service Provider's requested exemptions, he/she will tabulate any liquidated damages for that month and will submit a written invoice to the Service Provider by the fifth (5<sup>th</sup>) of the following month detailing any such liquidated damages that have been assessed.

An alternative system must be provided by the Service Provider to facilitate emergency calls when all the Service Provider's ambulance resources have been allocated to other emergency situations, regardless of the total number of ambulances required to meet this standard. The Service Provider shall provide all additional resources needed to meet the City's proposed response criteria. In addition, every ambulance unit provided by the Service Provider for emergency responses must, always, except as authorized, be fully equipped with all necessary ALS equipment and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with all Mississippi State Department of Health policies and approved medical standards.

Service Provider understands that it, solely, is responsible for the number of ambulances, support staff, EMS personnel, etc., available to meet the City's response times. Service Provider understands that failure to meet response time requirements will result in liquidated damages as discussed further.

Examples of response time exemptions include:

1. Automatic Appeals
  - a. Call was reduced from Priority 1 to Priority 3 by on-scene responders or by the dispatcher in accordance with City protocol.
  - b. Upgrades and downgrades that are compliant are eligible for exemption.
  - c. Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
  - d. Dispatch error (e.g., inaccurate address, CAD failure).
  - e. Additional units responding to the same incident (first unit must meet response time standard).
  - f. Multi-Casualty Incident (MCI) or locally declared disaster - The Contractor may apply for an exemption to response-time standards during MCIs or times of declared emergencies, locally or in a neighboring service area, as defined by the emergency operations procedures of the jurisdictions involved (e.g., city or County).
2. Case-by-Case Appeals
  - a. Traffic related to the incident (e.g., car crash) causes response time delay.
  - b. Lack of documented on-scene time; Contractor may submit GPS data to confirm on-scene time – otherwise next radio transmission is used.
  - c. Weather (e.g., heavy fog, heavy rain) that impair visibility, require slower speeds, or create other unsafe driving conditions. Such delay must have atmospheric evidence from governmental sources that can be provided to the City to justify a late response time.



- d. Road closures/construction for areas with limited access. Such delay must have proper documentation evidencing the road closures/construction along with a narrative describing the times involved and how such road closure/construction delayed a unit's response time.

## **6.65.2 PROPOSED RESPONSE TIME AND OTHER LIQUIDATED DAMAGES**

### **1. MEASUREMENT OF RESPONSE TIME**

Calculation of response times shall begin at the time the following information, at a minimum, is transmitted to the vehicle crew:

- a. Call priority
- b. Exact address with map coordinates or descriptive location such as building or landmark.

A secondary voice broadcast and or a MDC transmission will generally follow the initial broadcast, and may contain the following elements:

- a. Chief complaint
- b. Pertinent patient information
- c. Status of first responders
- d. Other events occurring at the scene of the call.

If no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance response time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available. The arrival on-scene shall be identified as the time that the response unit notifies the dispatch center that it is at the location where the response unit shall be parked during the incident, or GPS locator places unit on scene, or if staging is necessary for personnel safety, at the time the response unit arrives at a staging area. The time of the next communication from the crew or other on-scene personnel to the dispatch center that indicates that the response unit has already arrived at the scene shall be used as the arrival on-scene time.

### **2. APPLICABLE CALLS**

All calls that are designated as Priority 1 and Priority 2 are subject to the response time standards above and ensuing liquidated damages for late responses will be applied. Each incident shall be counted as a single paramedic first response and a single ambulance response regardless of the number of ambulances and other vehicles that were utilized. Only the first arriving paramedic first response vehicle, and the first arriving ambulance's times will be applicable. If a response is canceled, or downgraded to a lower priority, liquidated damages may be assessed if response time standards are exceeded at the time of cancellation or downgrade. If a call is "upgraded" again, or there is more than one priority change in a given call, then Contractor is not subject to any liquidated damages for that call, provided the upgrade or second change in priority does not occur after the passage of a response time penalty threshold.

**3. PROPOSED RESPONSE TIME FINE STRUCTURE**

Service Provider's failure to meet response time standards or performance standards in the delivery of ambulance services, except as otherwise exempted, will result in liquidated damages in the following amounts (these amounts are proposed and can be discussed/negotiated during contract negotiations – however, Service Provider should understand that the City fully intends to implement and enforce a fine structure):

**a. Extended Responses (Per Each Incident):**

Extended response time over the 8-minute response time requirement:	1 to 10 minutes over the 8-minute response time requirement ( <b>meaning responding to a scene within 9 to 18 minutes</b> )	\$500
	11 to 20 minutes over the 8-minute response time requirement ( <b>meaning responding to a scene within 19 to 28 minutes</b> )	\$750
	21 minutes over and greater ( <b>meaning responding to a scene within 29 minutes or greater</b> )	\$1000

**b. Failure to Respond to 90% of Emergency Calls Within Eight (8) Minutes (Per Calendar Month):**

90-100%	No Penalty
89-89.99%	\$2,000
88-88.99%	\$3,000
87-87.99%	\$5,000
86-86.99%	\$8,000
85-85.99%	\$12,000
<85%	\$16,000

**c. Additional Liquidated Damages Assessments(Per Incident)**

Preventable mechanical failure with patient on board ambulance (e.g., vehicle is out of compliance with City approved maintenance schedule, exceeds mileage or age limits, empty fuel tanks, etc.)	\$500
Failure of crew to report response times at-scene and at-scene time is not verifiable by other pre-agreed reliable means (GPS)	\$250

**4. PHASE-IN PERIOD (DISCOVERY PERIOD)**

For the first three (3) months after the Agreement is implemented, response time requirements specified herein shall be enforced but the liquidated damages will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, response time requirements must be met, and liquidated damages will be assessed for non-compliance.

**5. OTHER REPERCUSSIONS – DEFAULT**

If Service Provider has failed to maintain a response compliance level described in this section for three consecutive months without being granted any time exemptions, the City may determine that there has been a default.

**6. PAYMENTS AND USE OF COLLECTED LIQUIDATED DAMAGES**

The Jackson Fire Department/EMS District will make the final liquidated damages determination based on this section and will inform the Service Provider of the incidents and liquidated damages incurred monthly. Service Provider shall pay the Jackson Fire Department/EMS District all liquidated damages within forty-five (45) days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly on any payment made after the due date. The Service Provider will pay all liquidated damages to an EMS Penalty Assessment Fund that the Jackson Fire Department will create in its upcoming budget.

Liquidated damages collected by the City will be utilized to support activities to improve the City's overall EMS system including purchasing equipment and vehicle maintenance for the Jackson Fire Department.

#### **6.66 BREACH**

1. Conditions and circumstances that shall constitute a material breach by the Service Provider shall include but not be limited to the following:
  - a. Willful failure to operate the ambulance service system in a manner which enables the City or the Service Provider to remain in substantial compliance with the requirements of the applicable Federal and State laws, rules, and regulations.
  - b. Willful falsification of data supplied to City by the Service Provider during the course of operations, including by way of example but not by way of exclusion, patient report data, response time data, financial data, or falsification of any other required data.
  - c. Willful failure by the Service Provider to maintain equipment in accordance with good maintenance practices.
  - d. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by the Service Provider (for example, but not limited to, scaling down ambulance services such that "system overload" occurs on a frequent basis, especially when "system overload" is used as an exemption to response times).
  - e. Failure of the Service Provider's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.
  - f. Repeated failure of the Service Provider to meet response time requirements after receiving notice of non-compliance from the Fire Chief or designee.
  - g. Repeated failure of the Service Provider to respond to emergency medical requests with a paramedic unit when ALS level of response is indicated by City dispatch protocol.
  - h. Failure of the Service Provider to provide and maintain the required insurance and performance security bond.

#### **6.67 HIRING PREFERENCE**

For initial hiring under this Contract, the Service Provider and any subcontractors shall give hiring preference, should any additional hires need to be made, to any support staff and/or EMS personnel who have been displaced from the awarding of this Contract. All displaced support staff and/or EMS personnel that meet basic hiring requirements for their individual job (including requirements such as valid driver's license, clean drug screening, passes physical exam, passes background check, etc.) shall be hired for a minimum ninety (90) day trial period.

#### **6.68 OSHA COMPLIANCE**

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued there under and certifies that all services under this Contract will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against the City because of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Contract to so comply.

#### **6.69 MISSISSIPPI EMPLOYMENT PROTECTION ACT**

Service Provider shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

#### **6.70 AD HOC REPORTS**

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports can be requested on vehicle condition, vehicle status, labor, operations, response times, "wall time" delays, patient complaints, and any area identified as part of this contract.

#### **6.71 VEHICLE CAMERA FOOTAGE**

The Service Provider shall set up a process by which the City may review ambulance vehicle camera footage to investigate complaints. These will be treated as a reporting function. Process and timeline to be agreed upon by the City and Service Provider.

#### **6.72 PERFORMANCE AND PAYMENT BOND**

The Contractor shall provide and always maintain a valid Performance and Payment Bond ("Bond") for thirty percent (30%) of the estimated annual compensation the Contractor receives from both patient charges and compensation from the City received under the Contract. The Bond shall be issued for a period of not less than one year and the Contractor shall provide a new

bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

The initial Bond must be in place prior to the start of ambulance services within the City.

The Bond shall be conditioned upon full performance of all obligations imposed upon the Service Provider in this Contract. The Bond shall be subject to approval by the City Attorney as to the company, form, and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must promptly correct the flaw prior to contract execution, or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), is included on the Mississippi State Insurance Commissioner's Authorized Insurance Company List, and is acceptable to the City.

The Bond shall be in full force effect and shall be the obligation of the surety unless the Service Provider shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Service Provider or subcontractors with provisions and supplies for the performance of this Contract. The Bond shall contain appropriate recitations that it is issued pursuant to this Section of this Contract, that it shall be construed to meet all requirements specified herein, and that any condition or limitation in the Bond which conflicts with the conditions and requirements of this Section is void.

Failure of the Service Provider to furnish and maintain the Bond shall be considered a material default of this Contract and grounds of its immediate termination at the option of the City.

#### **6.73 ASSIGNMENT; SUBCONTRACTING; DELEGATION OF DUTIES**

Except for subcontractors identified in the Service Provider's proposal, the Service Provider shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion.

Any subcontract made by Service Provider shall incorporate by reference all the terms of this Contract. Service Provider shall ensure that all subcontractors comply with the obligations and requirements of the subcontract.

The City's consent to any assignment or subcontract shall not release the Service Provider from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract or delegation of duties, the Service Provider shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor,

or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

#### **6.74 AUDIT**

The Service Provider shall maintain full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Service Provider's work on this Contract. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Service Provider shall permit the City to inspect and audit all pertinent books and records of the Service Provider, any subcontractor, or any other person or entity that performed work in connection with or related to this Contract, at all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Service Provider shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Service Provider shall ensure that such inspection, audit, and copying right of the City is a condition of any subcontract, agreement, or other arrangement under which any other person or entity is permitted to perform work under this Contract.

#### **6.75 CONTRACT RIGHTS**

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative and in addition to rights existing at common law. Payment by the City and performance by the Service Provider do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

#### **6.76 INTERPRETATION**

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions. No oral promises, oral obligations, or oral agreements whatsoever, made at any time, shall become a part of this Contract.

**6.77 LAW AND VENUE**

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction, and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

**6.78 NOTICES**

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses (Service Provider, please provide the City with a designated contact person):

To the City:  
City of Jackson  
Attn: Mayor  
219 South President Street  
Jackson, Mississippi 39201  
Phone: (601) 960-1084

To the Contractor:

Also:  
Jackson Fire Department Headquarters  
Attn: Fire Chief  
555 South West Street  
Jackson, Mississippi 39201  
Phone: (601) 960-1392

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

**6.79 SEVERABILITY**

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

**6.80 NO PERSONAL LIABILITY**

No officer, agent, or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.



## **6.81 DISPUTES**

The City and Service Provider shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Contract concerning Service Provider's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the parties' Contract representatives or, if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s).

Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes or may by mutual agreement, pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

## **6.82 TERMINATION**

Notwithstanding any other provisions of this Contract, the City may terminate this Contract upon a material default or breach of this Contract by the Service Provider, provided the Service Provider has been provided written notice of the default by the City, and has been afforded a thirty (30) day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the City.

If the governing authorities do not provide funding for this Contract during any fiscal year after the fiscal year in which this Contract commences, said fiscal year beginning on October 1, this Contract shall immediately terminate on the later of September 30 of the end of the fiscal year or thirty (30) days after the City provides notice to the Contractor of its intent not to provide further funding of the Contract.

The City may also terminate the Contract for convenience, when the interests of the City so require, by providing notice six (6) months prior to the Contract termination date.

This contract may be terminated in whole or in part by the City upon written notice to Service Provider, if Service Provider should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Service Provider of an assignment for the benefit of its creditors. In the event of such termination, Service Provider shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

## **6.83 FORCE MAJEURE – SUSPENSION**

This section applies in the event either party becomes unable to perform its obligations under this Contract because of a Force Majeure Event. A Force Majeure Event is an external event that

is beyond the control of the party or its agents that severely compromises the party's ability to perform its obligations under the Contract. Such events may include, but are not limited to, a natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Contract.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with written notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Contract as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Contract.

**6.84** Service Provider agrees that the failure to meet the requirements, standards, and duties contained in this RFP and any subsequent Contract can result in default of the Contract and the imposition of liquidated damages and termination of the Contract.

1. Liquidated damages in the event of Service Provider default shall include, but not be limited to, a reasonable monetary amount for the City to find and contract with another ambulance service provider for ambulance services within the City.
2. Reasonable attorneys' fees should litigation result from the default.

By: \_\_\_\_\_  
**Proposer's Representative**  
*(By signing here, Proposer's Representative warrants that he/she has the authority to bind Proposer to legal contracts.)*

Date: \_\_\_\_\_