



ISSUE DATE: September 7, 2021

TO: Qualified RFI Responders

FROM: Trey Fletcher, Deputy City Manager, City of Pflugerville

SUBJECT: Request for Proposals (RFP) for Emergency Medical Services

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**Statement of need** — Time remains to be of the essence and the City of Pflugerville is seeking updated information from qualified parties the (“Proposers/Contractors”) for the award of an emergency medical services agreement (the “Agreement”). This RFP is for the provision of emergency ground ambulance services (the “Services”) for all areas, or part, within the City of Pflugerville, the Pflugerville extraterritorial jurisdiction (ETJ) that coincides with Travis County ESD2 (the “Service Area”). A map of which is attached (Exhibit A: Map) and to the terms and conditions hereinafter set forth in or referred to in this Request for Proposal (“RFP”).

This is a procurement necessary to preserve or protect the public health and safety of the City’s residents, as such is exempted from compliance with Texas Local Government Code Chapter 252 and the City is not utilizing nor invoking Texas Local Government Code Chapter 252 for purposes of procuring these services. As such, no requirements or limitations imposed on a municipality in Texas Local Government Code Chapter 252 are applicable to this procurement.

Ultimately, any award will be made at the sole discretion of the City of Pflugerville to the qualified and responsible Proposer who best reinforces evidence of satisfactory qualifications and responsibility to fully perform the Services as set forth in this RFP.

Substantiation of ongoing qualification and responsibility shall be furnished by the Proposer as described in this RFP. The award shall not be made until a complete investigation and verification of the Proposer’s qualifications and financial viability has been performed.

The City reserves the right to reject any or all responses and to decline the award to any or all Proposers. The submission of a proposal by any Proposer does not, by implication or expression, commit the City to enter into an agreement with that Proposer, or any other Proposer.

The successful Proposer shall serve as the Contractor to the Service Area for a base term of at least two (2) years, starting 12:01 am, January 1, 2022. The Contractor may earn yearly extensions beyond the initial term by meeting or exceeding the minimum requirements of the Agreement during the previous term, provided the City elects to approve such extension. Any Agreement shall include the right to notify the Contractor they are in breach of the Agreement and terminate the Agreement during any option period should Contractor evidence a failure to meet minimum requirements as set forth below.

There is no expressed or implied obligation for the City of Pflugerville to reimburse a Proposer for any expenses incurred in the preparation of a Proposal in response to this RFP. The City reserves the right to increase or decrease the scope of work and adjust the boundaries of the Service Area related to this RFP as outlined in this RFP after a Contractor is selected to accommodate changes in the needs of the City and serve the best interests of the City.

The following information is offered as the overall scope of work. The intent of this RFP is to provide information so that Proposer can define the level of expertise, experience, personnel and approach necessary to perform the required services in a timely, cost-effective and professional manner.

**Background** — Emergency Medical Services (EMS) have two primary components. The first is paramedic's or EMT-Basics' initial response to provide initial pre-hospital care of sick and injured individuals. The second component is the ambulance transportation of individuals to definitive care (hospitals). Services are provided by separate or combined organizations and can be a combination of public or private entities.

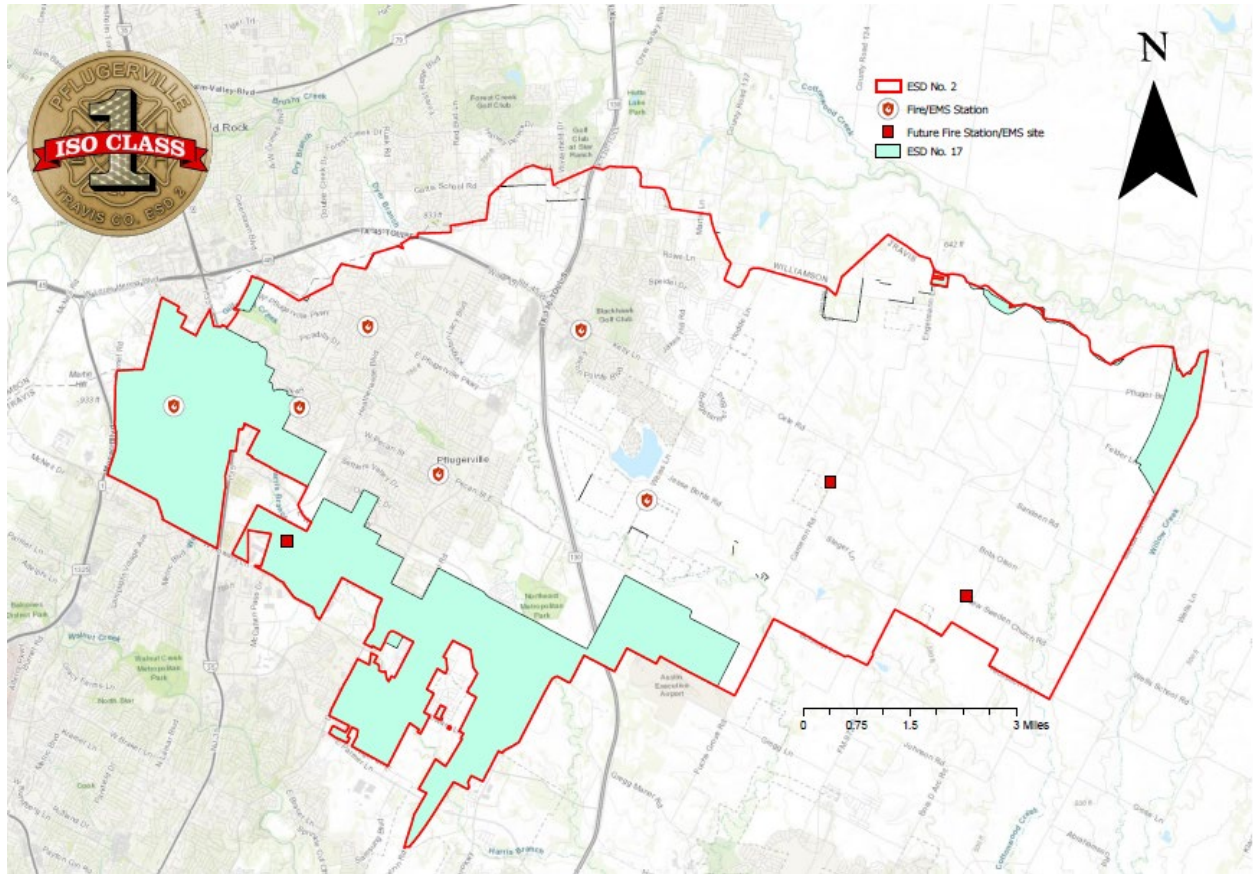
Prior to 2015 the City of Pflugerville received EMS from the Austin Travis County EMS (ATCEMS) department, a collaborative entity between Travis County and the City of Austin. Travis County Emergency Services District No. 2 (TCESD2) has a tax levy to provide fire suppression and medical first response. The creation of TCESD2 did not include paramedic response and ambulance transport. In 2016 TCESD2 believing that the services provided by ATCEMS were inadequate, took over all components of EMS. These additional services currently make up approximately 70% of TCESD2's current call volume and are funded in part by sales tax revenues collected through the TCESD2-A overlay established in 2014.

TCESD2 functions under the name of Pflugerville Fire Department but is not affiliated with the City government.

In 2018 the District declared that they did not have long-term fiscal sustainability to continue providing EMS without alternate funding sources. The District proposed creating an additional overlay emergency services district that would add another tax levy to subsidize the District's effort to provide EMS. The City of Pflugerville decided not to participate in the proposed ESD overlay pending the completion of an independent consulting analysis. The analysis will identify various options for EMS provision with emphasis on fiscal responsibility and high-quality service. Completion of the study is scheduled for June 2021.

On February 6, 2021, TCESD2 provided notice to the City of Pflugerville that if the ESD overlay election in May is successful, the TCESD2 will no longer provide EMS services the City of Pflugerville or citizens in the Extra-Territorial Jurisdiction (ETJ). UPDATE: Travis County ESD No. 17 was created as a result of the May 2021 proposition, but only in areas of the TCESD2 that participated in the election, principally the Austin ETJ, but extensions have been provided and existing EMS will be provided through December 31, 2021.

A map of the approved Travis County ESD No. 17 following the May 2021 election is below.



**Community Profile –**

The City estimated combined 2020 population for the City of Pflugerville and ETJ is 101,314. Pflugerville’s overall jurisdiction includes 25.71 square miles of city limits and 38.49 square miles within the ETJ for a total of 64.2 square miles of jurisdiction. As of the 2019 the US Census 5-Year estimates for Pflugerville show 21,186 households, and 15,593 families residing in Pflugerville. The city’s current population density is 3.89 dwelling units per acre with an average of 2.96 persons per household. The racial makeup of the Pflugerville is 65.2% White, 15.89% Black or African American, 0.3% Native American, 7.4% Asian, 0.2% Pacific Islander, 5.5% from other races, and 5.8% from two or more races. 28.9% of the population was Hispanic or Latino of any race per the 2019 Census.

The population is spread out with 25.9% under the age of 18, 6.5% from 18 to 24, 24.8% from 25 to 44, 21.9% from 45 to 64, and 9.3% who were 65 years of age or older. The median age is 36 years. For every 100 females there are 97.00 males. For every 100 females, there are 91.4 males per the 2019 Census.

The median income for a household in the city is \$93,627 with approximately 5.1% of the population is at or below the poverty line (2019 Census).

**Qualifications and Information requested** — This RFP is intended to further assist the City of Pflugerville with the acquisition of contracted emergency medical services consistent with the scope of Services and Minimum Standards provided herein.

The selected Contractor would provide all emergency and non-emergency ground ambulance service for the entire Service Area, being the City of Pflugerville and its ETJ. The Contractor warrants that it is a licensed emergency medical service provider with the Texas Department of Health and that it shall perpetually maintain such license in full force and effect.

The City is interested in the minimum number of units stationed in Pflugerville at all times but anticipates four. Contractor shall provide capabilities to sustain minimum of two (2) must be ALS. Of these two units level units are preferred, and the other two units must be at least ALS level units. The Contractor is free and encouraged to use their expert judgment in providing services that exceed these minimum standards if they so choose. The required provision standards required in any response are as follows:

#### 1. Coverage

*The City is interested to know the methods and resources necessary to comply with the standards in this section; including staffing and placement of ALS units.*

The Contractor will be responsible to secure facilities to efficiency and effectively deploy resources using dynamic staffing strategies if applicable.

The Contractor is responsible for providing back up services to those areas while the primary ambulances are on other responses by securing interlocal agreements with neighboring EMS agencies. The Contractor is responsible for providing non 9-1-1 ambulance services to the residents of Pflugerville and its ETJ in compliance with the clinical and response time standards set forth in this RFP.

#### 2. Response Times

Provide information regarding response times which are a combination of dispatch operations and field operations. In this agreement into which it will enter, the City does not limit the Contractor's flexibility in the methods of providing 9-1-1 EMS service as long as the minimum coverage standard is met.

##### 1. Call Classification:

Capabilities of the Contractor to be primarily responsible for all 9-1-1 EMS classified calls within the city of Pflugerville and its ETJ.

##### 2. Emergency Assignments:

Capabilities of the Contractor to place a transport capable ALS ambulance at the scene of each life- threatening emergency request within 8 minutes within the City Limits and

within 10 minutes in the ETJ within the 90<sup>th</sup> percentile. This classification will be measured using the last 100 patient contacts or a quarterly average.

### 3. Communications and Dispatch

Provide information to show the methods and resources necessary to comply with the standards in this section. Include capabilities for proposed level of training by dispatch personnel, CAD (if any), communication infrastructure, and record keeping capabilities.

The Contractor will provide for a computer aided dispatch system to be utilized to record dispatch information for all ambulance requests. The CAD time recording system shall include the date, hour, minutes and seconds. All radio and telephone communication including pre-arrival instructions and time track shall be recorded on tape and kept for a minimum of 180 days. The computer aided dispatch system shall meet the requirements as specified herein.

Contractor will utilize EMD certified personnel for the handling and disbursement of all emergency and non-emergency calls at all times (24 hours/day, 7 days/week basis). Standard industry radio communications, GPS and mapping, paging and alert capabilities will be used at all times. The Contractor will put in place sufficient safeguards to ensure that dispatch personnel have the initial and on-going training, map knowledge and geographic understanding of the coverage area in Pflugerville and its ETJ.

ALS units shall be equipped with a VHF radio capable of Communicating directly with the City of Pflugerville Police and the Travis County ESD No. 2 Emergency Personnel. This radio should also be programmed with radio frequencies from a list provided by City of Pflugerville and TCSO Communications. This would provide inter- operative communications with other Travis County Public Safety Departments. VHF radio should also have the TEXAS Statewide Interoperability Channel Plan (TSCIP) recommended frequencies for VHF radios.

### 4. Personnel

Capabilities to show the methods and resources necessary to comply with the standards in this section. Include number(s) and level of field staff proposed for this contract.

All ambulance services will be provided at a minimum at the ALS level. Contractor shall staff each ambulance with certified emergency care providers in such number and with training and certification as required by the Texas Department of Health for Advanced Life Support Care Units with preference to Mobile Intensive Care Units.

Contractor is encouraged to show its intent and commitment in this area. Contractor and contractor personnel should be familiar and compliant with NIMS and NIMS compliance requirements to the extent of job function and interaction with fire and law enforcement. Contractor will provide evidence of at least 80% compliance in NIMS within the first 12 months of service.

## 5. Clinical

Capabilities to show the methods and resources necessary to comply with the standards in this section. Include under separate cover one (1) copy of the proposed medical director certification and any negotiated conditions between the service provider and the medical director.

The Contractor will provide at all times an agreement that provides for a Medical Director, medical control, and medical protocols. These elements will be provided following the rules and regulations set forth by the Texas Department of Health. Contractor's Medical Director is also responsible for First Responder Organizations that choose to participate. The Medical Director will provide first responder protocols to the programs and will allow organization to perform such medical aid while on official duty with each participating department. The Medical Director should be in good standing with the Texas Medical Board and should be Board Certified in Emergency Medicine. The Medical Director should have no more than two EMS agencies that the Medical Director oversees. Provider will provide evidence that the Medical Director is in good standing with the Texas Medical Board and will submit a copy of the Medical Director contract in the proposal.

The Contractor will be required to provide on-going in-service training program and a Quality Initiative Program that at a minimum provides for retrospective chart review, and internal controls to ensure protocol compliance. Provider should explain the QA/QI process in the proposal and provide the manager in charge of EMS Compliance.

## 6. Ambulance/Equipment and Supply

Capabilities to show the methods and resources necessary to comply with the standards in this section. Include the number of vehicles required and proposed for this contract, and describe your organization's vehicle maintenance program and explain a vehicle replacement schedule.

The Contractor is fully responsible for the provision of maintenance and replacement of vehicles and equipment necessary to fulfill the obligations of this contract. The Contractor shall provide ambulances that are at a minimum licensed with the Texas Department of Health as Advanced Life Support Care Units. The Contractor will provide such equipment in sufficient quantity and quality to ensure that no lapse in service exists during times of maintenance or vehicle/equipment failure.

## 7. Reporting Requirements

Capabilities to show the methods and resources necessary to comply with the standards in this section.

The Contractor will be required to submit monthly reports to the City and to the City of Pflugerville regarding elements of the provisions of ambulance services in the contracted areas. Upon contract award the parties will meet, confer, and agree on a format for such

reporting. This reporting will encompass such data items as call volume, response times, call types, billing and collections and other quality assurance reporting. This required reporting will occur on a monthly basis and will form the basis by which the Commissioners Court will validate compliance with the contract and will confirm the Service Provider's sworn statement for appropriate and proper billing.

## 8. First Responders and Mutual Aid

Capabilities to show the methods and resources necessary to comply with the standards in this section.

The Contractor is encouraged to develop a strong working relationship with the other EMS providers and area fire departments as well as other emergency service providers within and adjacent to the City of Pflugerville. Mutual Aid agreements can be developed with other ALS providers to assist in coverage during times when the primary unit is on another call. Using mutual aid does not excuse the Contractor from the response time requirements set forth in this RFP.

Contractor shall develop mechanisms to exchange re-useable orthopedic appliances and re- stock disposable BLS and ALS medical supplies used by the First Responders when treatment has been provided by the first responding personnel and patient care is assumed by the Contractor's personnel. Equipment and supplies will be exchanged on a one-for-one basis.

Whenever possible this exchange should be accomplished on scene. If patient care or circumstances at the scene prevent an on-scene exchange, the Contractor will arrange to accomplish it as soon as reasonably possible.

Contractors are encouraged to detail any additional proposed support to the first response program, including the provision of in-service training for the first responder agencies, which will benefit the EMS system as a whole. The training should, at minimum, facilitate on scene interactions with Contractor's personnel by offering joint EMS training and provide access to the Contractor's educational programs needed for the continued certification of the first responders.

In situations in which fire department or first responder personnel assist Contractor during transport to hospital, the Contractor shall provide or arrange return transportation to the fire station for those personnel, upon request of the Fire Department. This will be accomplished within a reasonable period of time. Contractor shall describe how they would accomplish this requirement to aid the Fire Departments.

## 9. Pricing

The City is interested in proposals demonstrating pricing considerations for the elements of the RFP as outlined. Provide information on how you will cover the entire City of Pflugerville and its ETJ area of responsibility with primary and back-up ground coverage

to meet the stated response time requirements. Provide pricing information in the following two components and considerations for each independently for the City of Pflugerville and its ETJ.

Ambulance Rates: Provide full ambulance rate information for their proposed operations for the contract.

## General, Financial and Administrative Provisions

### A. Terms and Renewal Provisions

The City is interested in a base term of two (2) years and up to three (3) subsequent years' option periods starting January 1, 2022. The Contractor may earn extensions of three one (1) year terms beyond the initial term by meeting or substantially exceeding the minimum requirements of the contract during the previous two (2) year term; provided the City approves such extension. These extensions are subject to the same terms and conditions as the contract governing the initial term, except with regards to the price and subsidy which may be adjusted as set forth in the contract. Each entity reserves the right to notify the Contractor they are in breach of contract and terminate the contract during any extension period should Contractor evidence a failure to meet minimum requirements as set forth below.

The City shall evaluate the Contractor's performance and may elect to award extensions, subject to the following requirements:

1. Response Time Performance Exceeding Requirements. Finding by that the clinical and response time performance of the Contractor has, in general, exceeded the minimum requirements set forth in this Request for Proposal, and
2. Substantial Compliance. Finding that the Contractor substantially and consistently meets the various requirements of applicable federal, state and local laws, rules and regulations, and performance obligations of the agreement, and
3. Exceptional Performance. Finding that the Contractor has met and/or exceeded all commitments made by the Contractor in its winning proposal.

### B. Insurance

The City is interested in your ability to provide evidence to meet all requirements described in this section.

Throughout the term of the Agreement, and any extensions thereof, Contractor shall procure, pay for, and maintain the minimum insurance coverage and limits as provided for herein. This insurance shall be evidenced by delivery to the City of certificates of insurance



written by one or more insurance companies with an A.M. Best rating of "A" or better, licensed to do business in the State of Texas and acceptable to the City. These insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or reinsuring these policies. Insurance requirements shall remain in effect throughout the term of this Agreement. The following coverage shall be provided:

1. Commercial general liability insurance, including but not limited to, bodily injury property damage and personal injury, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and annual aggregate. Coverage shall be on "an occurrence basis," and the policy shall include broad form property damage coverage, and contracted liability and fire legal liability of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, unless otherwise stated by exception herein.
2. Professional medical liability insurance including errors and omissions with minimum limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and an aggregate limit of no less than Two Million and 00/100 Dollars (\$2,000,000.00).
3. Automobile Liability with a One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage of per occurrence, and
4. "No Representation of Coverage Adequacy:" By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserve the right to review any and all of the insurance policies and/or endorsements cited in the Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Contract.
5. Worker's compensation coverage and policy, in compliance with the State of Texas. The Workers' Compensation policy must waive subrogation rights. Policies other than the Workers' Compensation Insurance shall name the City and their agents and employees as additional named insured. The City must receive at least thirty (30) days' prior written notice of any expiration, cancellation, non-renewal or material change in coverage of Contractor's insurance coverage. Nothing shall absolve Contractor of this requirement to provide notice.

### C. Performance Security

The City is interesting in the capability of Proposer to meet all requirements described in this section.

Due to the importance of EMS to the communities it serves, the City must do everything possible to eliminate the potential for a system failure. Ambulance service is an essential service and a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure of the Contractor.

The City will use a pre-qualification of proposers as outlined in Section II Minimum Qualifications & Documentation of Credentials to ensure the ability of the proposer to fulfill the obligations of this RFP. The Contractor will execute a three-way leasing agreement or standby lease agreement, in a form acceptable to the entities, which will assure the City immediate access to any and all equipment and supplies, and other assets determined necessary for the continued operations of the system. In addition, the City shall have the right to terminate the Agreement for major breach.

The Contractor will deposit with the City, an annually renewable performance bond in a form acceptable to the City. The amount of the performance bond shall be five hundred thousand dollars (\$500,000.00). The parties will agree that this is a reasonable amount for total liquidated damages in the event of Contractor's failure to perform, termination, or breach of contract.

#### D. Contractor Default and Provisions for Early Termination

Conditions and circumstances to be included in the Agreement that shall constitute default under the contract shall include but not be limited to the following:

1. Failure of the Contractor to operate the service in a manner consistent with federal, state and local laws, rules and regulations.;
2. Supplying the City with false or misleading information with regard to records, documents or data kept for the purposes of determining Contractor's performance under the terms of this proposal;
3. Deliberate and unauthorized scaling down of operations to the detriment of performance or level of service;
4. Chronic and persistent failures of the ambulance provider's employees to conduct themselves in professional manner, and to present a professional appearance to such extent that the City's name may be harmed;
5. Failure of the Contractor to provide data generated in the course of operations, including, but not limited to, patient report data not protected under state or federal law, response time data, or financial data;
6. Failure of the Contractor to assist the City in its takeover after the declaration of a major breach has been declared by the Contract Liaison who has been appointed by the City;

7. Failure to substantially and consistently meet or exceed the various clinical response standards provided for in this RFP;
8. Excessive and unauthorized scaling down of operations to the detriment of performance during “lame duck” period;
9. Failure of the Contractor to maintain equipment in accordance with manufacturer or industry maintenance practices;
10. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;
11. Chronic failure of the Contractor to meet response time requirements as set forth in the contract. Chronic failure shall be defined as three (3) of five (5) consecutive calendar months;
12. Failure to furnish key personnel of quality and experience as agreed;
13. Failure to submit reports and information under the terms and conditions outlined in this RFP;
14. Failure of the Contractor to maintain insurance in accordance with the agreement;
15. Any other failure of performance required in this Agreement and which is determined by the City to constitute a default or endangerment to public health and safety; and
16. Failing to follow all billing and coding laws and obligations.

The Contractor shall be liable for all fees, costs, and expenses incurred by to enforce the terms of the Contract.

**Selection of a Contractor** – Selection will be based on responses to this RFP which demonstrate the best approach for the City to fulfill ground emergency medical services needs in our community without disruption.

**Time for response** — Your complete response to this RFP is requested by 4pm (CST) on Friday, September 24, 2021. The Pflugerville City Council is anticipated to discuss and consider a recommendation on Tuesday, October 12, 2021. Interviews with prospective contractor(s) should be anticipated to occur via virtual meeting or in-person on September 30, 2021.

# Exhibit A: Map

## CITY LIMITS

September 2021

