



**THE CENTER FOR HEALTH CARE  
SERVICES**

**REQUEST FOR BID  
("RFB")  
(RFB-2017-005)**

**for  
Ambulance Transportation Services  
(revised 9/6/17)**

Release Date: 8/25/17  
Bids Due: 9/18/17

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### **003 - BACKGROUND**

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("CENTER") is a 1000+ employee, multi-facility community mental health and mental retardation center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and the Bexar County Hospital District d/b/a the University Health System. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance abuse issues for over fifty years and is the Texas Health and Human Services Commission-designated Local Mental Health Authority for Bexar County, Texas. The CENTER is considered a quasi-governmental entity, a political subdivision of the state of Texas, but is not a Texas state agency. The CENTER'S administrative offices are located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213.

## 004 - SCOPE OF SERVICES

### THE CENTER FOR HEALTH CARE SERVICES is issuing a request for bids (RFB) for AMBULANCE TRANSPORTATION SERVICES.

The Center for Health Care Services is soliciting bids for a qualified provider to furnish all labor, equipment, materials, and tools required to perform Ambulance Transportation Services for various Center locations. These services are required to ensure the Center that properly trained and certified personnel will provide timely transport services to patients at the scene of their illness or injury, and then transport the patient to an appropriate treatment facility in the shortest practicable time utilizing safe, reliable and clean vehicles, and provide the most reliable, safe and effective pre-hospital care services to those served.

The Contractor's scope of service is summarized as follows:

1. Basic Life Support, emergent/urgent transport (BLS) is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by state laws. The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician-basis (EMT basic).

Transport to be all inclusive, one way service. Please note this charge is for one way service only; round trip charges will not be paid.

2. Ambulance – Advanced Life Support (ALS) emergent/urgent transport is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including ALS ambulance services as defined by state laws. The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician-basis (EMT basic).

Transport to be all inclusive, one way service. Please note this charge is for one way service only; round trip charges will not be paid.

3. Cancellation Ambulance (on scene)

4. Wheelchair/Care Cab Van (within San Antonio)

5. Wheelchair/Care Cab Van (to or from location outside San Antonio)

6. Cancellation Wheelchair/Care Cab Van

Transportation services are to be provided to hospitals, but not limited to, listed below:

SW General, Baptist Hospital, Nix Hospital, University Hospital, The Center for Health Care Services, Santa Rosa Medical, Metropolitan Hospital, San Antonio Behavioral Hospital.

**Contractor must have the ability to transfer agitated patients being held under emergency detention to a higher level of care (hospital).**

Ambulance service will bill Medicaid, Medicare, and/or Commercial insurance **prior** to sending CHSC invoice. If insurance denies payment, ambulance service will send proof of denial with reason along with the invoice.

#### General Requirements

The successful bidder shall comply with all applicable Federal, State, and Local laws and regulations, and warrant that they are familiar with all laws, regulations or ordinances that may be applicable and shall ensure that all their employees continue to maintain such familiarity and compliance.

Respondent must be currently licensed by the TEXAS DEPARTMENT OF STATE HEALTH SERVICES to operate an ambulance service providing services at the Paramedic Level pursuant to Texas Administrative Code 157.11 and shall maintain said License status for the entire term of the Contract, and any renewal(s) thereof, and any and all requirements set forth in these Specifications, or as otherwise agreed to by The Provider and the Center. The Provider shall provide cardiac defibrillators on all of their units servicing the Center in an EMS capacity and personnel trained to the appropriate level to man these units.

Must have experience in the operation of an ambulance service without any license suspension, revocation, or refusal to renew by Texas Department of State Health Services Administrative Code 157.16

## **Changes in Laws and Regulations**

The ambulance service shall at all times keep itself fully informed of and meet any applicable federal, state, and municipal laws, ordinances, rules and regulations including, but not limited to Texas Administrative Code 157.11, 157.16. If any clause of the contract conflicts with such law, that clause shall be void insofar as it is inconsistent with said law.

## **Hours / Areas of Coverage**

All dedicated units operating for the Center shall be fully staffed twenty- four (24) hours daily, seven (7) days a week.

## **Vehicles**

All vehicles shall be approved ambulances pursuant to Federal KKK-A-1822A and must comply with the new National Fire Protection Agency (NFPA) 1917 Standard for Automotive Ambulances. It applies to new ambulances contracted for purchase on or after Jan. 1, 2013.

All vehicles shall be no more than three (3) years old and not over 200,000 miles, the vehicles and their maintenance logs shall be readily available for inspection at The Provider's place of business without prior notice. All vehicles shall have equipment and supplies as required by Texas Administrative Code 157.11.

## **Definition of Ambulance**

The ambulance is defined as a vehicle used for emergency medical care that provides:

- A driver's compartment.
- A patient compartment to accommodate an emergency medical services provider (EMSP) and one patient located on the primary cot so positioned that the primary patient can be given intensive life-support during transit.
- Equipment and supplies for emergency care at the scene as well as during transport.
- Safety, comfort, and avoidance of aggravation of the patient's injury or illness.
- Two-way radio communication.
- Audible and Visual Traffic warning devices.

## **Personnel**

All personnel employed by the Provider to staff the ambulances shall be certified in the appropriate level commensurate with their responsibilities; i.e., Emergency Medical Technicians (EMT's) or Paramedics as defined by Texas Administrative Code 157.33 (certifications).

The Provider shall furnish the Center at contract execution and henceforth quarterly with a roster of currently employed personnel which shall include the following information on each employee: name, date of certification, license, and registry numbers. The Center shall retain the right to verify these with Texas Department of State Health Services.

All persons assigned to work for the Center must provide a completed background check at the providers cost prior to assignment to determine the person's suitability and character. This check shall also be performed on a semi-annual and/or random basis as needed or requested to all personnel who are or may be involved with the above referenced ambulance services.

## **Routine Operating Procedures**

The Provider shall furnish the Center upon request, with a copy of its written policies and procedures, including, but not limited to, the following:

- Certification and recertification of attendants (and all training records)
- Back up services
- Communications internally and externally
- Re-Stocking of supplies
- Use of lights and warning signals
- Staff and vehicular Staffing levels

Code of Conduct  
Mechanical failure  
Sexual harassment  
Non-discrimination hiring policy  
Drug and Alcohol testing policy especially after an accident

A copy of the policies and procedures shall be submitted to the Center with the response.

The Provider must maintain its ability to communicate by telephone and two-way radio, both at its principal place of business and the site where its vehicles are garaged.

The Provider must maintain two-way radios in the ambulance so as to be able to communicate with Fire and Police personnel.

It shall be the responsibility of the Provider to take any steps and procedures necessary to ensure optimum speed and efficiency in response between its personnel and equipment in the coordination of information/dispatches. While vehicles shall be so equipped with two-way radio communications as mentioned above in fixed mobile units, additionally each unit shall be equipped with one (1) portable radio to communicate when the personnel are not in the vehicle.

### **Response to Calls**

The Provider shall respond immediately to all calls for service by the Center.

The Provider shall respond to all calls and arrive at such scene within thirty (30) minutes or less.

### **Dispatching**

The Center will assign division representatives for dispatching ambulances for emergency medical assistance for the transportation of the sick and injured.

### **Record Keeping**

All record keeping shall be prescribed by the regulations in with state and federal regulations.

All such records shall be made available for inspection by Center upon request.

In addition, The Provider shall supply to the above the following information through written communications upon request:

Requests for service  
Number of patients transported  
Response times  
Demographics of the patient population

The Provider shall supply a non-disclosure form upon request as additional coverage.

The Provider shall provide all additional reports as requested by the Center.

Name of caller requesting transport

### **Notification of Change in License Status**

The Provider shall immediately notify the Center if at any time during the term of the contract The Provider's License to Operate an Ambulance Service is modified, suspended or revoked or been refused renewal by Texas Department of State Health Services. This requirement for notification shall include the issuance of a provisional license pursuant to Texas Administrative Code 157.111 The Provider shall forward to the Center all copies of the correspondence received relative to the above matters, should they occur during the term of the contract. Any such action outlined above, (or application or proceeding to effect such, may, at the option of the City, be considered, just cause for immediate termination hereunder. Said notification and copies of all such correspondence shall be provided to the Center.

### **Transfer of License/Assignment of Contract**

The Provider's contract with the Center shall not be transferred or assigned, including transfer or assignments through bankruptcy or insolvency proceedings, without the prior written consent of the Board of Directors of the Center. The Provider shall submit to the Center Chief Executive Officer, for his review on the matter of a proposed transfer, a copy of

the written approval received from the state of Texas Department of Public Health for such a transfer, issued pursuant to Regulations.

**005 - ASSURANCES**

The Proposer assures the following (signature required):

1. That all addenda and attachments to the RFB as distributed by CENTER have been received.
2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit a Bid, unless so described in the RFB document.
3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. That no employee of CENTER or Department of State Health Services ("DSHS"), and no member of CENTER's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Proposer is unable to make the affirmation, then the Bid must disclose any knowledge of such interests.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFB.
6. Proposer accepts CENTER's right to cancel the RFB at any time prior to contract award.
7. Proposer accepts CENTER's right to alter the timetables for procurement as set forth in the RFB.
8. The Bid submitted by the Proposer has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Bid submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Bid or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by a Proposer.
12. The individual signing this document and the contract is authorized to legally bind the Proposer.
13. The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Bid documents or attachments.
15. That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
17. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Bid. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the Proposer shall state in an attached writing the nature and time of the affiliations as defined.
18. Proposer shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. Moreover, Proposer shall state in an attached writing whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of CENTER within the past two (2) years that may interfere with fair competition.
19. No current or former employee or officer of a federal, state, or local governmental agency, and/or the CENTER directly or indirectly aided or attempted to aid in the procurement of Proposer's services.
20. Proposer shall disclose in an attached writing the name of every CENTER key person with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Bid is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Bid has no knowledge of any CENTER key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Bid is due.
21. Under Section 231.006 of the Texas Family Code, the vendor or Proposer certifies that the individual or business entity named in this Bid is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
22. Proposer has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code Section 412.54(c).
23. That all information provided in the Bid is true and correct.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Signing Authority

\_\_\_\_\_  
Date



## 006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFB is three (3) years. The Center shall have the option to renew under the same terms and conditions for up to two (2) additional one (1) year extensions. All renewals shall be in writing and signed by President/CEO, or their designee, after approval by the Center's Board of Trustees. However, the Center may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of Center's budget for each fiscal year.

## 007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Center for Health Care Services, Conference Room 271, located at 6800 Park Ten Blvd. Suite 200-S, 2<sup>nd</sup> Floor, San Antonio, Texas 78213 at 10:00 AM Local Time, on September 1, 2017.

This meeting place is accessible to disabled persons. The Center for Health Care Services, Conference Room 271 is wheelchair accessible. The accessible entrance is located at 6800 Park Ten Blvd. Suite 200-S. Accessible parking spaces are located at 6800 Park Ten Blvd. Suite 200-S. Respondents that are unable to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Dial-In Toll Telephone Number: 210-714-4201

Dial-In Toll-Free Telephone Number: 1-800-717-4201

Access Code: 18015 #

Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Respondents may submit their Questions pertaining to this RFB to Adam Velez, Contract Administrator, by email to [AVelez@chcsbc.org](mailto:AVelez@chcsbc.org), please carbon copy [contracts@chcsbc.org](mailto:contracts@chcsbc.org) before September 6, 2017 at 12:00 p.m Local Time. Please refrain from contacting the Center's Board of Trustees members during the search process and direct all inquiries to the contact person listed above. Only those written questions received prior to the September 6, 2017 12:00 p.m. deadline will be addressed.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the Center. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the Center shall not be binding on the Center. Respondents are encouraged to resubmit their questions in writing, to the Center Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

## 008 – INSTRUCTIONS FOR BIDDERS

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the Center for Health Care Services at the address and by no later than 3:00 P.M on September 18, 2017. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated he-rein are Local Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

The Center reserves the right to reject any and all Bids, to waive technicalities, and to accept any advantages deemed beneficial to the Center and its consumers. Each firm which submits a complete response but is not awarded a contract will be notified in writing that the Bid is no longer being considered. Any information contained in the Bid that is deemed to be proprietary in nature must clearly be so designated in the Bid. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

Bids sent to Center by facsimile or email shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. Provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn.

Center shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the RFB document to the Center.

Alternate Bids. Alternate bids may be allowed at the sole discretion of Center.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Changes to RFB.

Changes to this RFB made prior to bid opening shall be made directly to the original RFB. Changes are captured by creating a replacement version each time the RFB is changed. It is Bidder's responsibility to check for new versions until the bid due date. Center will assume that all bids received are based on the final version of the RFB as it exists on the day bids are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFB.

Preparation of Bids.

All information required by the RFB must be furnished or the bid may be deemed non-responsive and rejected. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of Center.

Correct Legal Name. If Bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected.

Line Item Bids. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of Center, unless Center designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which Center will award the entire contract to one bidder only.

Samples, Demonstrations and Pre-award Testing. If requested by Center, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of Center's request. Failure to comply with Center's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of Center at no cost to Center. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

The quantities stated are estimates only and are in no way binding upon Center. Estimated quantities are used for the purpose of evaluation. Center may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of Center or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the Center upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, Center cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

Center may reject any and all bids, in whole or in part, cancel the RFB and reissue the solicitation. Center may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

The bid does not strictly conform to law or the requirements of the solicitation;

The bid is conditional; or

Any other reason that would lead Center to believe that the bid is non-responsive or Bidder is not responsible.

Center, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

Variations and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of Center's RFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the Center's Contract Administrator.

Bid Opening. Bids will be opened publicly and read aloud at 3:00 PM on the day the bids are due. Bid openings are held at the Center for Health Care Services, located at 6800 Park Ten Blvd. Suite 200-S, 2<sup>nd</sup> Floor, San Antonio, Texas 78213

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Contracting & Procurement Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the Board of Trustees. The Board of Trustees makes the final determination regarding award.

Center reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of Center, unless Center designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

Center reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the RFB, Bidders' equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their equipment.

Prospective bidders must prove beyond any doubt to the Center's Contracting & Procurement Contract Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, Center shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, Center reserves the right to reject a discount if the percentage is too low to be of value to Center, all things considered. Center may also reject a

discount if the percentage is so high as to create an overly large disparity between the price Center would pay if it is able to take advantage of the discount and the price Center would pay if it were unable to pay within the discount period. Center may always reject the discount and pay within the 30 day period, at Center's sole option.

Center will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and Center will take the 2% discount if the invoice is paid within the 10 day time period.

Bidder is expected to examine this RFB carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE BID REQUIREMENTS MAY RESULT IN THE RESPONDENT'S BID BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on Center property. The background checks must satisfy the requirements of the Center's licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the Center upon request.

The Bidder must indicate whether or not it will be subcontracting portion(s) of services contained in this RFB's Scope of Services. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted. Provide the subcontractor's qualifications that meet the requirements of the Scope of Services. The Center reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

Invoices shall be issued on a time and material basis for services rendered. The Center will pay invoices within 30 days of receipt (commercial credit) only after services have been performed. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice. The Center is a tax exempt entity.

Firm Offer. All provisions in Respondent's Bid, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a Bid is accepted, throughout the entire term of the contract.

### **009 - RESTRICTIONS ON COMMUNICATION**

Respondents are prohibited from communicating with: 1) Center Board of Trustees regarding the RFB or Bids from the time the RFB has been released until the contract is posted as an agenda item; and 2) Center employees from the time the RFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFB and/or Bid submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's Bid from consideration.

Exceptions to the Restrictions on Communication with Center employees include:

Respondents may ask verbal questions concerning this RFB at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFB to the Staff Contact Person listed below until 12:00 PM, Local Time, September 6, 2017. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Adam Velez**  
**Center for Health Care Services**  
[AVelez@chcsbc.org](mailto:AVelez@chcsbc.org) (Carbon Copy [Contracts@chcsbc.org](mailto:Contracts@chcsbc.org))

Questions submitted and the Center's responses will be posted with this solicitation to the Center's website.

Center reserves the right to contact any Respondent to negotiate if such is deemed desirable by Center. Such negotiations, initiated by Center staff persons, shall not be considered a violation by Respondent of this section.

## 010 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

The Center reserves the right to award one, more than one or no contract(s) in response to this RFB.

The Contract, if awarded, will be awarded to the Respondent(s) whose Bid(s) is deemed most advantageous to Center, as determined by the selection committee, upon approval of the Center's Board of Trustees.

The Center may accept any Bid in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFB on the part of Center. However, final selection of a Respondent is subject to Center's Board of Trustees approval.

The Center reserves the right to accept one or more Bids or reject any or all Bids received in response to this RFB, and to waive informalities and irregularities in the Bids received. Center also reserves the right to terminate this RFB, and reissue a subsequent solicitation, and/or remedy technical errors in the RFB process.

The Center reserves the right to reject, for any reason and at its sole discretion, in total or in part, any and/or all Bids, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the Bids received for the most favorable terms and best service for the Center. If a firm is selected, the firm will be required to execute a contract. If Center funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No work shall commence until Center signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFB and the Contract. Contract documents are not binding on Center until approved by the Center's General Counsel. In the event the parties cannot negotiate and execute a contract within the time specified, Center reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFB does not commit Center to enter into a Contract, award any services related to this RFB, nor does it obligate Center to pay any costs incurred in preparation or submission of a Bid or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the Center for services rendered.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that Center shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

## 011 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFB:

RFB Release Date:	August 25, 2017
Pre-Submittal Conference:	10:00 A.M. on September 1, 2017
Final Questions Accepted:	12:00 P.M on September 6, 2017
Bid Due:	3:00 P.M. on September 18, 2017

## 012 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFB, Respondent shall be required to comply with the insurance requirements set forth below:

### INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Center's Contract & Procurement Division, which shall be clearly labeled "**Ambulance Transportation Services**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Center will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Center. The Center shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Center's Contract & Procurement Department. No officer or employee, other than the Center's Director of Contracting & Procurement, shall have authority to waive this requirement.

The Center reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by Center's Director of Contracting & Procurement based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Center allow modification whereby Center may incur increased risk.

A Respondent's financial integrity is of interest to the Center ; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the Center , Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory Limits
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the Center of Health Care Services as additional insured. Respondent shall provide the Center with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by Center's Director of Contracting & Procurement, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by Center's Director of Contracting & Procurement, which shall become a part of the contract for all purposes.

As they apply to the limits required by the Center, the Center shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Center at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Center for Health Care Services  
Attn: Contracting & Procurement Division  
6800 Park Ten Blvd. Suite 200-S  
San Antonio, Texas 78213

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Center , its Board of Trustees, employees, and volunteers as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Center , with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Center for Health Care Services where the Center is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Center.
- Provide advance written notice directly to Center of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to Center. Center shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the Center may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Center shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Center for Health Care Services for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the Center shall be limited to insurance coverage provided.

Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

## **INDEMNIFICATION REQUIREMENTS**

If selected to provide the services described in this RFB, Respondent shall be required to comply with the indemnification requirements set forth below:

### **INDEMNIFICATION**

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CENTER and the employees, officers, trustees, volunteers and representatives of the CENTER , individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CENTER directly or indirectly arising out of, resulting from or related to RESPONDENT' activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, trustees, representative, employee, respondent or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CENTER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CENTER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CENTER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.



013 - RFB ATTACHMENTS

RFB ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

**1. Respondent Information:** Provide the following information regarding the Respondent. Please tell us about your Business. If your Business is affiliated with a large firm that includes multiple teams around the country, please tell us about your local team/operation.

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Doing Business As: (other business name, if applicable): \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Is Business a certified HUB, SBE, M/WBE, or VBE?  Yes  NO  
If yes, please attach all applicable current certifications.

**Business Structure:** Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_  
 Partnership  
 Corporation If checked, check one:  For-Profit  Nonprofit  
Also, check one:  Domestic  Foreign  
 Other If checked, list business structure: \_\_\_\_\_

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

(NOTE: This RFB solicits Bids to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

Center: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Gross Revenue: \_\_\_ \$100 K or less \_\_\_ \$101K-\$500K \_\_\_\$501K-900K \_\_\_\$901K-\$2.5M \_\_\_\$2.5 M or more

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

Name of principal financial institution for financial responsibility reference.

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Center and State: \_\_\_\_\_

Officer familiar with bidder's account: \_\_\_\_\_

Federal taxpayer I.D. number: \_\_\_\_\_

**2. Contact Information:** List the one person who the Center may contact concerning your Bid or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Center: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_

Name of principal financial institution for financial responsibility reference.

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Center and State: \_\_\_\_\_

Officer familiar with bidder's account: \_\_\_\_\_

Federal taxpayer I.D. number: \_\_\_\_\_

**4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

5. Where is the Respondent's corporate headquarters located? \_\_\_\_\_

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

\_\_\_\_\_  
\_\_\_\_\_

Are there any proceedings relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? \_\_\_ Yes \_\_\_ No

If "Yes", state the name of the individual, organization contracted with and reason for proceedings.

\_\_\_\_\_  
\_\_\_\_\_

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

\_\_\_\_\_  
\_\_\_\_\_

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

\_\_\_\_\_  
\_\_\_\_\_

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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11. **Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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d. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? \_\_\_ Yes \_\_\_ No

## REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. **Please fill out entire section for each reference.**

### Reference No. 1:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Center: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 2:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Center: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 3:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Center: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**RFB ATTACHMENT B**  
**(revised 9/6/17)**

**PRICE SCHEDULE**

The Bid should include all fees to provide services listed in this RFB.

NOTE: The CENTER does not pay sales or use tax and such taxes cannot be passed on to the CENTER in any form.

Item	Estimated Quantity	Individual Cost	Extended Cost
1. Ambulance - Basic Life Support – All inclusive/round trip	620 Each	\$	\$
2. Ambulance – Advanced Life Support	115 Each	To be billed at medicare allowable	To be billed at medicare allowable
3. Cancellation Ambulance (on scene)	15 Each	\$	\$
4. Wheelchair/Care Cab Van (within San Antonio)	5 Each	\$	\$
5. Wheelchair/Care Cab Van (to or from location outside San Antonio)	5 Each 5 Each 5 Each 5 Each	Base Charge \$ _____ 0-10 miles \$ _____ 11-15 miles \$ _____ 16 + miles \$ _____	Base Charge \$ _____ 0-10 miles \$ _____ 11-15 miles \$ _____ 16 + miles \$ _____
6. Cancellation Wheelchair/Care Cab Van	5 Each	\$	\$
<b>Total:</b>			

**RFB ATTACHMENT C**

**SIGNATURE PAGE**

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct and I am authorized to bind the Proposer contractually. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The CENTER will have the grounds to terminate any or all contracts which the CENTER has or may have with the business; 2) The CENTER may disqualify the business named above from consideration for contracts and may remove the business from the CENTER'S bidders list; or/and 3) The CENTER may have grounds for initiating legal action under federal, state, or local law. The signatory below is

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Owner  
(Owner, CEO, President, Majority Stockholder or  
Designated Representative)

\_\_\_\_\_  
Date