

## CITY OF MCKINNEY



## REQUEST FOR PROPOSALS MEDICAL DIRECTION AND RELATED SERVICES

The City of McKinney is soliciting proposals for the herein described services and/or commodities for the purpose defined in this document. By responding to this request, the proposers agrees to perform in accordance with the terms and conditions set forth in this document in the event that the response is selected for contract award.

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## LEGAL NOTICE

### **City of McKinney, Texas Advertisement for Proposals**

The City of McKinney is accepting proposals for Medical Direction and Related Services. Specifications for this project may be obtained by registering on our electronic procurement system @ <https://mckinney.ionwave.net>.

Proposals will be publicly opened and names of proposers read aloud in the office of the Purchasing Manager, at the address below, shortly after the specified time for delivery. All proposals must be clearly addressed to the Purchasing Department and include the proposal name and number on the outside of the envelope/package.

Proposal Deliveries: The City of McKinney cannot guarantee, due to internal mail delivery procedures that any proposals sent priority mail will be picked up from the Post Office by City mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that proposal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. **Proposers shall bear full responsibility for ensuring that the proposal is delivered to the specified location by due date and time.** Late proposals will be considered non-responsive.

PROPOSAL NAME: Medical Direction and Related Services

PRE BID: 10:00 a.m, June 23, 2015  
Purchasing Conference Room  
1550 South College Street, Building D  
McKinney, Texas, 75069

PROPOSAL NO.: 15-61RFP

DUE DATE/TIME: 2:00 p.m., July 2, 2015

MAIL OR DELIVER TO: City of McKinney  
Purchasing Department  
PO Box 517  
1550D South College  
McKinney, Texas 75069

The City reserves the right to reject any and all proposals and to waive any informality in proposals received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

Accommodations and modifications for people with disabilities are available upon request. Requests should be made as far in advance as possible, but no less than 48 hours prior to the meeting. Submit requests to [contact-adacompliance@mckinneytexas.org](mailto:contact-adacompliance@mckinneytexas.org) or to Samantha Frison, ADA Coordinator, 972-547-2694.

TO APPEAR IN THE MCKINNEY COURIER GAZETTE IN THE FOLLOWING EDITIONS:

First Publication: June 07, 2015

Second Publication: June 14, 2015

## **GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

### **I. BIDDING**

- A. PROPOSALS – All proposals must be submitted with one (1) original and ten (10) copies of all documents in a sealed envelope(s), as well as one (1) electronic copy on CD/DVD/USB in PDF format.
- B. AUTHORIZED SIGNATURES – The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.
- C. LATE PROPOSALS – Proposals must be in the office of the City Purchasing Manager before or at the specified time and date proposals are due. Proposals received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive proposals.
- D. WITHDRAWAL OF PROPOSALS PRIOR TO OPENING – A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal to the City Purchasing Manager.
- E. WITHDRAWAL OF PROPOSALS AFTER OPENING – A proposal may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of proposals unless otherwise stated in the request for proposals and/or specifications.
- F. PROPOSAL AMOUNTS – Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.
- G. PROPOSAL AMOUNTS – Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.
- H. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless specifications indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.
- I. AWARDS – The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive proposer, whose negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals.

- J. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the proposal price. Vendor may be required to furnish evidence that the product or service, as proposed, will meet or exceed these requirements.
- K. ADDENDA - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to opening. Addenda will be distributed to all known recipients of proposal documents. Vendors shall acknowledge receipt of all addenda with submission of proposal.
- L. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- M. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance if, insurance coverage is required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- N. RESPONSIVENESS – A responsive proposal shall substantially conform to, or exceed, the minimum requirements of this Request for Proposal. Offers containing any clause that would limit contracting authority shall be considered non-responsive. Example of proposals that would limit contracting authority is one made contingent upon award of other offers currently under consideration.
- O. RESPONSIBLE STANDING OF OFFEROR – To be considered for award, the proposer must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award.
- P. PROPRIETARY DATA – The proposer may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts.
- Q. PUBLIC OPENING – The proposers are invited to be present for acknowledgement of proposals. Proposals duly received will be publicly acknowledged at an official public opening in such a manner so as to avoid disclosure of the contents to competing proposers through the negotiation process. After the official public opening, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for proposal evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all proposals submitted are available for public review.

## II. PERFORMANCE

- A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices.

- B. AGE AND MANUFACTURE – All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
- C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.
- D. DELIVERY SCHEDULE – Delivery may be an important consideration in the evaluation of the proposal. The maximum number of days necessary for delivery ARO shall be stated in the proposal.
- E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on purchase order, as necessary to perform contract are to be included in the proposed price.
- F. INSTALLATION CHARGES – All charges for installation and set-up shall be included in the proposed price. Unless otherwise stated, at minimum, basic installation and set-up will be required.
- G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be at no additional cost to the City.
- H. STORAGE – The proposer agrees to provide storage of custom ordered materials, if requested, not to exceed 30 calendar days.
- I. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- J. PATENTS AND COPYRIGHTS – The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.
- K. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, the proposer shall provide product samples and/or testing of proposed items. Samples, demonstrations and/or testing may be requested at any point prior to or following award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the proposer/vendor.

- L. ACCEPTABILITY – All articles enumerated in the proposal shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the contract specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to contract specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of the City. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

### III. PURCHASE ORDERS AND PAYMENT

- A. PURCHASE ORDERS – After the contract is awarded by City Council, a purchase order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.
- C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

### IV. CONTRACT

- A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Proposal, Addenda, Negotiated Changes and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when accepted by the City, shall constitute a contract equally binding between the successful proposer and the City of McKinney.
- B. CONTRACT AGREEMENT – Once a contract is awarded, agreed upon prices shall remain firm for the term of the contract. Contract shall commence on date of award and continue for a period of one (1) years with four (4) one-year renewal options.
- C. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a Change Order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing and at the discretion and approval of the City. No Change Order will be binding unless signed by an authorized representative of the City and the vendor.
- D. CONTRACT TERMINATION – The City of McKinney reserves the right to cancel and terminate this Contract without cause upon thirty (30) days written notice to the other party.

- E. NEGOTIATION – The City of McKinney may elect to negotiate a contract with the selected offeror(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected proposer shall be submitted in written form and made part of the resulting contract. Although the City of McKinney reserves the right to negotiate, contract award may be made on the basis of initial proposals received without discussions. Therefore, initial proposals will contain the proposer’s best terms.
- F. PRICE REDETERMINATION – A price redetermination may be considered by the City of McKinney only at the anniversary dates of multiple year contracts. Request for price redetermination shall be in written form and include written documentation from third party source of increase, substantiating cost increase. City of McKinney reserves the right to approve or disapprove any request as it deems to be in the best interest of the City. A vendor’s history of honoring contracts at the awarded price will be an important consideration in evaluating lowest and best value proposal.
- G. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- H. TRANSITIONAL PERIOD – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- I. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- J. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Successful vendor shall pay any judgment with cost which may be obtained against the City of McKinney growing out of such injury or damages.
- K. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas local government code.



- L. DISCLOSURE OF CERTAIN RELATIONSHIPS – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person’s affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to [www.mckinneytexas.org](http://www.mckinneytexas.org) to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- M. WARRANTY – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
- N. UNIFORM COMMERCIAL CODE – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- O. VENUE — This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.
- P. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.
- Q. SILENCE OF SPECIFICATIONS – The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## INSURANCE REQUIREMENTS

- A. Before commencing work, the awarded vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The consultant shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

15-61RFP-Medical Direction and Related Services  
City of McKinney  
c/o Abri Sterlacci  
PO Box 517  
McKinney, Texas 75070  
**Or email to:**  
[asterlac@mckinneytexas.org](mailto:asterlac@mckinneytexas.org)

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 per claim, \$1,000,000 annual aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of McKinney.

- B. With reference to the foregoing required insurance, the awarded vendor shall endorse applicable insurance policies as follows:

1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
  2. The City of McKinney, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader .
  3. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) day notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

## **INTRODUCTION**

### **A. OVERVIEW:**

The McKinney Fire Department is seeking responses to this RFP for professional services relating to Medical Direction and Related Services.

The City of McKinney is located thirty miles north of downtown Dallas, Texas, with 69 square miles within its corporate boundaries and an estimated population over 155,000 as of 5/26/15. McKinney is still experiencing growth and is Money Magazine's 2014 #1 *Best Place to Live*.

The McKinney Fire Department (MFD) provides Emergency Medical Services for the City and extra territorial jurisdiction to include a total geographic area of approximately 113 square miles. McKinney Fire and EMS employs 171 firefighters and civilian staff; 150 of which are certified to the Emergency Medical Technician Paramedic level. All employees assigned to field operations are cross trained to serve a dual role capacity in both firefighting and EMS.

The City currently has 8 Fire Stations supporting 8 paramedic engine/truck companies and 5 MICUs (with 3 additional MICUs in reserve status). Emergency Medical Services are supported by a shift duty captain (A, B, and C, respectively) and one staff EMS Battalion Chief. The EMS Battalion Chief reports to the Assistant Chief of Operations.

In addition, the McKinney Fire Department operates one (1) *Community Healthcare Squad*. The squad operates twenty four hours a day, seven days a week providing scheduled follow up and preventative care. Squad 1 provides ALS, BLS, and structure fire response as required. Squad 1 is staffed by two Advanced Practice Paramedics, trained through a novel program at Collin College.

McKinney firefighters responded to over 12,770 calls for service in 2014.

Currently, the MFD operates under two medical directors: a. EMS; and, b. Community Healthcare. Respondents may submit for individual or the combined EMS and CHP

EMS and related incidents consistently comprise over 60% of all MFD activity. MFD prides itself in being innovative and an industry leader. MFD prides itself on being progressive, innovative, critical thinking, and always in search of a better way.

### **B. IMPLEMENTATION DATE & BASIC INFRASTRUCTURE REQUIREMENTS:**

It is the intent of the City to initiate the duties and responsibilities for Emergency Medical Advisory Services on or about October 1, 2015. The facility infrastructure necessary to perform the required scope of services must be acquired, installed, and fully operational at the point of contract implementation, and include:

1. A two-way radio base station compatible with the City of McKinney's 800 MHz trunked radio system with appropriate McKinney Fire Department (MFD) frequencies,
2. Web-based or fax ECG receiving capability that provides for the acquisition of diagnostic quality 12 lead ECGs sent to the on-line physician by MFD paramedics.
3. At least one dedicated phone line, which is record capable, for the base station.

4. Digital recording equipment to record and archive all radio and telephone communications between medical control and MFD personnel.

**C. SCOPE OF SERVICES:**

The City is seeking a progressive and qualified respondent to provide, but not be limited to, the following services. The selected provider will be an integral part of the EMS system for the City of McKinney, and will have substantial influence in the continued improvement and development of services during the term of the contract.

- I. EMS Medical Director
- II. On-line/off-line Medical Direction
- III. Continuing Education for EMTs and Paramedics
- IV. Continuous Quality Improvement (CQI) Activities
- V. Community and System Health Initiatives
- VI. Organizational Health Initiatives
- VII. Non-traditional program development activities
- VIII. Pre-hospital research
- IX. Emergency medical legal assistance

**I. EMS MEDICAL DIRECTOR DUTIES AND QUALIFICATIONS**

**A. Duties expected of the McKinney Fire Department EMS Medical Director:**

1. Approves the level of pre-hospital care which may be rendered by each of the EMS personnel employed by the City under the medical director's supervision, regardless of the level of state certification, before the certificate holder is permitted to provide such care to the public;
2. Assists MFD with establishing and monitoring compliance with field performance guidelines for EMS personnel;
3. Assists MFD with establishing and monitoring compliance with guidelines which meet or exceed the minimum standards set forth in Texas Department of State Health Services EMS certification regulations;
4. Assists MFD with developing, implementing, and revising protocols and/or standing orders, as necessary, governing pre-hospital care and medical aspects of EMD, patient triage, transport, transfer, and radio-telephone-telemetry communications by the EMS;
5. Assists MFD with an effective system audit and quality assurance program;
6. Assists MFD in directing an effective continuing education program; including providing for ACLS, ITLS or equivalent, and PALS or equivalent;
7. Makes formal recommendations to the Fire Chief or his designee on medically related aspects of operation of EMS including the inspection, evaluation, and approval of the system's performance specifications;
8. May be required to function as a liaison between the City and the local medical community, ascertaining and being responsive to the needs of each;
9. Assists MFD as required in the development of a standard operating procedure (SOP) to address instances where the withdrawal of medical authority from EMS personnel would be necessary due to non-compliance with either the Emergency Medical Services Act, the Health and Safety Code, Chapter 773, the rules adopted in the Texas Administration Code,

Part IX, Chapter 197; and/or accepted medical standards. This SOP will outline the specific responsibilities and authorities of each party;

10. Participate in a monthly EMS Paramedic Advisory Committee meeting to include but not limited to CQI, planning, protocol evaluation;
11. Participates in ride-outs with MFD EMS periodically to maintain familiarization with paramedic abilities and capabilities, stay current with needs of division;
12. Teaches CE classes a minimum of once each quarter;
13. Recommends appropriate remedial or corrective measures for EMS personnel to the Fire Chief or his designee, which may include, but is not limited to, counseling, retraining, testing, probation, suspension of authority to practice, and/or field internship;
14. Assists MFD in the development of a no transport policy; the circumstances under which a patient might not be transported to the hospital Emergency Department in a MFD ambulance;
15. Assists MFD in the establishment of circumstances under which a patient may be transported against his or her will in accordance with State law, including approval of appropriate procedures, forms and a review process;
16. Assists MFD in developing criteria for selection of an appropriate hospital destination;
17. Assists the Fire Chief or his designee with development and maintenance of an infection control policy; assisting with development of protocol and policy and implementation;
18. Assists MFD in development and maintenance of NFPA 1582 – a health and maintenance program for firefighters;
19. Works closely with The City of McKinney Public Safety Communications (PSC) to oversee and provides support for the Emergency Medical Dispatcher (EMS) program.
20. A Medical Director or designee may need to participate or attend after hour meetings and/or events on short notice in which his/her advanced medical knowledge and expertise may be required.
21. Assists MFD in the development of a medical disaster plan.

**B. Minimum Qualifications of the McKinney Fire Department EMS Medical Director:**

1. The physician must show evidence of having a current license to practice medicine in the State of Texas.
2. The physician shall affirm that he/she meets the qualifications to assume the duties and responsibilities of an EMS Medical Director as defined under the Texas Administrative Code, Title 22, Part IX, Chapter 197 Emergency Medical Service. See link below: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=4&ti=22&pt=9&ch=197&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=22&pt=9&ch=197&rl=Y)
3. In order to provide for the continuity of Medical Direction, required under 25 TAC, 157.11, the respondent will describe the process for the timely appointment of an interim Medical Director in the event the Medical Director is temporarily or permanently unable to perform his or her duties and responsibilities.

**C. Desirable Qualifications of the McKinney Fire Department EMS Medical Director:**

(Additional consideration will be given to respondents demonstrating the following qualifications)

1. A physician board certified in Emergency Medicine by the American College of Emergency Physicians.
2. A physician with fellowship training or experience in Emergency Medical Services.
3. The number of years the physician has worked in a full-service hospital based emergency department.

4. A physician demonstrating experience with the operation of EMS systems.
5. A physician demonstrating experience in providing training and/or continuing education of EMS personnel
6. A physician demonstrating experience in the pre-hospital continuous quality improvement process including medical audit, review, and critique of the performance of EMS personnel at all levels of certification.
7. A physician demonstrating involvement in the administrative and/or legislative environments affecting regional and/or state pre-hospital EMS organizations.
8. A physician demonstrating knowledge and experience with dispatch and communications operations of pre-hospital emergency units, including Emergency Medical Dispatch® protocols.
9. A physician demonstrating experience in the development of EMS treatment protocols.
10. A physician demonstrating experience in the development of Weapons of Mass Destruction (WMD) and Mass Casualty protocols, policies and procedures.
11. A physician demonstrating experience in creating standing orders which delegate his/her authority for specific treatment protocols or portions of treatment protocols.
12. A physician demonstrating knowledge and experience in the prevention and treatment for infectious disease exposures.
13. A physician may list and/or explain any other qualifications that he/she feels the RFQ evaluation committee should consider for the selection of an EMS Medical Director.

## **II. ON-LINE/OFF-LINE MEDICAL DIRECTION**

The provision of on-line/off-line medical direction for McKinney Fire and EMS requires significant communications infrastructure including, but not limited to, an 800 MHz trunked radio with appropriate McKinney Fire Department frequencies, capability of receiving recording, archiving, and transmitting 12 lead ECGs from MFD EMS units in the field via an internet based interface, dedicated telephone lines, and radio and telephone recording equipment.

### **A. Basic Requirements:**

The respondent shall show evidence of their ability to provide on-line/off-line medical direction including, but not limited to:

1. Physicians providing on-line medical direction must have a current license to practice medicine in the State of Texas.
2. A description of how on-line medical direction is provided.
3. A description of the infrastructure currently in place or will be in place at execution of contract that is sufficient in scope and size to support the requirements of on-line medical direction.
4. A description of the development and acceptance of standing orders and quality assurance.

### **B. Additional consideration will be given for the following:**

1. The number of years the respondent has been providing on-line medical control.
2. On-line medical control that is or will be located in a full service hospital emergency department.
3. The ability to provide a MFD Paramedic with immediate radio access to physician consultation.
4. The ability to receive 12 lead EKG for immediate physician interpretation.

5. The ability to receive a radio report from an in-field Paramedic for each patient and relaying the information to the receiving hospital.
6. The ability to provide initial and continuing education to physicians in preparation for their on-line medical control duties.
7. The ability to respond to MFD EMS radio requests and/or radio reports within 15 - 30 seconds of the initial request 90% of the time.
8. The ability to develop formal written protocols for receiving radio requests and reports to ensure radio communications remain clear, courteous, and professional.
9. The ability to receive and communicate using live video technology.

### **III. CONTINUING EDUCATION**

#### **A. Overview of Current Continuing Education Format and Schedule:**

Continuing Education is currently provided monthly for the Department's EMTs and Paramedics in the following format:

Each month an area of study is selected, on a rotating basis, from the core content curriculum established by Texas Department of State Health Services. A specific topic and the educational format for presentation is chosen by the medical director with approval by the Chief of EMS. On occasion the topic may be dictated by recent CQI activity or by modifications in the department protocols. Direct requests for particular topics from department members are encouraged and honored as time permits.

Delivery methods may include the use of formal classroom presentations, station or company group sessions, Tandberg video conferencing, individual mentoring opportunities with the medical director (cadaver lab, ride-alongs,) and protocol or intranet study assignments.

#### **B. Basic Requirements:**

The respondent shall show evidence of their level of qualifications and ability to provide continuing education including, but not limited to:

1. EMT and Paramedic continuing education classes that conform to or exceed continuing education requirements promulgated by the Texas Department of State Health Services.
2. Include internet or electronic based EMS CE provision. This should utilize personal course tracking, completion date, grade, evaluation, and category.
3. A plan that indicates how credentialing of basic and advanced skills, will occur annually.
4. A plan to pursue Comprehensive Clinical Management Program (CCMP) as established and allowed by the TDSHS.
5. A plan to implement and maintain a Paramedic "Shadowing Program" to allow MFD personnel hands on experience under the direct supervision of the Medical Director in an ER setting.
6. A plan to assist MFD in continuing education record keeping that in addition to requisite records provides for 90 day reminder notification of impending certification expiration. System must provide for reconciliation of personnel with course provided and identification of those in need of make-up.



**C. Additional Consideration will be given for the following:**

The Department will give additional consideration to a respondent indicating the ability to provide education in a manner which would reduce overtime expenses, require less travel time for field personnel, or reduce time out of service.

The Department will give additional consideration to a respondent indicating the ability to provide advanced training and/or certifications including but not limited to critical care paramedic, enhanced assessment skills, social services development, community paramedicine, etc...

**IV. PROVISIONS FOR CONTINUOUS QUALITY IMPROVEMENT (CQI)**

The respondent shall provide evidence of ways in which they are qualified to manage a continuous quality improvement program.

**A. Overall CQI Program:**

1. The respondent shall describe each phase of the process that will be used to provide Continuous Quality Improvement, in relation to the overall scope of emergency medical advisory services.
2. The respondent shall describe a remediation process for EMT/Paramedic providers with clinical deficiencies identified in the CQI process.
3. The respondent shall demonstrate the ability to develop and implement a CQI methodology for the review of electronic patient reports for information accuracy.
4. The respondent shall demonstrate the ability to develop and implement a “Dashboard” or similar performance measuring tool to track system performance.

**B. MFD Initiatives:**

It is the intent of the Fire Department to intimately involve the successful respondent in the continuous improvement efforts for specific MFD initiatives. Respondents shall indicate the ability to develop and implement a CQI process as it relates to the following initiatives, or those of a similar nature.

1. Development of an Enhanced Cardiac Arrest Database such as the Utstein Template for Reporting Cardiac Arrest.
2. Development of an Individual Paramedic Skills Database that tracks ALS skills for each paramedic, e.g., IV, intubation, etc.
  - a) Development of an EMS benchmark database that tracks on a monthly basis:
    - Confirmation of endotracheal tube placement
  - b) Chest pain treatment time goals
  - c) Stroke treatment time goals
  - d) C-spine immobilization adherence
  - e) No transport/patient refusal protocol adherence
  - f) Trauma scene time goals
  - g) Non-traumatic shock treatment time goals
  - h) Pediatric protocol compliance
  - i) As determined by the fire chief or his designee

**V. COMMUNITY AND SYSTEM HEALTH INITIATIVES**

The respondent shall provide evidence of ways in which they are qualified to partner with the City of McKinney to promote community health initiatives. Areas of importance to the Fire Department include, but are not limited to:

- A. Community wide-Cardio Pulmonary Resuscitation (CPR) – Assist in the development and support of a strategic plan that targets the education of the citizens of McKinney, in CPR.
- B. Public Access to Defibrillation (PAD) or AED Program —assists in development and support of a strategic plan for placement of AED in the McKinney community. Emphasis placed on identifying high risk sites.
- C. Initiate a Cardiac Alert program to optimize EMS/ED/Cath Lab interface to reduce 911 to balloon time. AHA guidelines define the desired treatment time as “...balloon dilation within 60-90 minutes of diagnosis of AMI.”  
 Examples may include the following:  
 Timely EMS treatment and delivery of patient to hospital in under 30 minutes.  
 Utilizing paramedic assessment to determine if patient fits profile for needing cardiac catheterization.  
 Early activation of cardiac catheterization team.  
 Keep Emergency Department to balloon time under 60 minutes.  
 Goal: keep 9.1.1 to balloon time within 60-90 minute window.  
 Objective: improved patient outcomes.
- D. Develop a program to increase patient survivability from sudden cardiac arrest as quantified using accepted and recognized standards or methods (i.e. the Utstein Template for Reporting Cardiac Arrest).
- E. Develop a program to increase patient survivability from cerebrovascular accident or stroke using accepted and recognized standards or methods.
- F. Lead, develop and support the process of developing a committee of local physicians and nurses from McKinney area receiving hospitals to review and discuss MFD EMS protocols as well as current and future initiatives for improving pre-hospital care within the McKinney Community. This committee shall be chaired by the EMS Medical Director and will meet on a semi-annual basis or more frequently as needed.
- G. Assist in development of community para-medicine, or proactive approach to reduce unnecessary transports. Evaluate evolving models, make recommendations, and assist in implementation in cooperation with the Fire Chief or his designee.

## **VI. ORGANIZATIONAL HEALTH INITIATIVES**

Respondent will describe a plan to assist with a health and wellness program for public safety personnel (Fire/Police) for the City of McKinney. Plan shall include, but not limited to NFPA 1852 Standard on Occupational Medical Program for Fire Departments.

Additional consideration may be given to a respondent for a program that includes a health and wellness component for police officers as well.

## **VII. NONTRADITIONAL PROGRAM DEVELOPMENT**

Respondent will provide a statement as to the willingness and ability to participate in the evaluation or development of non-traditional response programs such as, but not limited to, community paramedic, tiered response system, tele-medicine, etc. and resources available to assist with such evaluation or development.

Respondent will provide a statement as to the willingness and ability to represent the McKinney Fire and EMS interests regarding access to and submission to Institutional Review Board as appropriate.

### **VIII. PRE-HOSPITAL RESEARCH**

Respondent will provide a statement as to the willingness to participate in pre-hospital research as recommended or in cooperation with the Fire Chief or his designee. Statement should provide willingness to represent McKinney Fire and EMS interest regarding access to and submission to Institutional Review Board as appropriate. Respondent will represent the McKinney Fire and EMS interests to City management or City Council as appropriate regarding pre-hospital research. Respondent will include statement to provide training to McKinney Fire and EMS regarding patient rights related to pre-hospital research. Respondent will include statement to provide training to McKinney Fire and EMS personnel regarding applicable Federal and/or State guidelines related to human trials and clinical research including but not limited to that required by National Institute of Health.

### **IX. EMERGENCY MEDICAL LEGAL ASSISTANCE**

Respondent will provide statement as to ability to provide emergency medical legal assistance for events beyond traditional mental illness warrant or police assisted events. Examples may include but not limited to accidental overdose with refusal for treatment or transportation, uncharacteristic behavior exhibited though patient may be alert and oriented, other requests for assistance that require emergent legal interpretation, etc...

### **X. ADDITIONAL CONSIDERATIONS**

Consideration will be given to submissions for both EMS and Community Healthcare or one.

## TENTATIVE SCHEDULE OF EVENTS:

RFP Release Date	June 07, 2015
Deadline for Questions	June 26, 2015
Proposals Due Date	July 02, 2015

This timeline is subject to change by City.

All questions regarding the meaning or intent of these documents must be submitted in writing to Abri Sterlacci, Contract Administrator by e-mail: [asterlac@mckinnetexas.org](mailto:asterlac@mckinnetexas.org). The City of McKinney, as it determines necessary for interpretation or clarification, will respond to such questions through addenda.

## EVALUATION CRITERIA AND FACTORS

Award of contract shall be made to the most responsible, responsive offeror whose proposal is determined to be the best value offer resulting from negotiation, taking into consideration the relative importance of the factors set forth in this Request For Proposals.

The evaluation criteria will be grouped into percentage factors as follows:

40%	PROVIDER'S PROPOSED SERVICES MEET THE OBJECTIVES IN THIS RFP AND THE NEEDS AND REQUIREMENTS OF THE CITY OF MCKINNEY
20%	PRICE OF SERVICES
30%	PROVIDER'S QUALIFICATIONS/EXPERIENCE
10%	REFERENCES & RECENT PROVEN SUCCESS

Proposer should be committed to proactively servicing the City of McKinney account including the assignment of a dedicated account representative that will resolve issues/concerns in a timely manner.

Each responsive submittal will be evaluated based on the criteria outlined above. Respondents will be grouped according to their demonstrated ability to perform the services requested. Based on the results of the submittal evaluation, one or more qualified firms **may** be invited to a face to face interview. Prior to the interviews, project information and evaluation criteria will be communicated to each invited firm. The interview evaluation will then be used to select the most qualified firm to provide the desired services.

The City reserves the right to reject any and all proposals, and is under no obligation to award a contract. The City reserves the right to negotiate a contract with the highest evaluated proposer as determined by the review committee. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City reserves the right to begin negotiations with the second highest evaluated proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for the final selection and award of a contract rests solely with the City Council of the City of McKinney. The City shall not be liable to any proposer for costs associated with responding to this RFP, for proposer's participation in any oral interview, or any cost associated with negotiations.

**PROPOSAL FORMAT**

The proposal is to be divided into tabbed, marked sections and is to include, but not limited to, information for each of the following:

- A. FIRM'S QUALIFICATIONS/EXPERIENCE FIRM OVERVIEW – Define the overall structure of your firm to include:
  - 1. A descriptive background of your company's history;
  - 2. Principal business location and any other service locations;
  - 3. Primary line of business;
  - 4. Length of time you have been providing service(s) described in this document;
  - 5. Number of locations and where proposed services are in use;
  - 6. Address and provide all items listed and requested in Section I, B, (page 14) Minimum Qualifications of the McKinney Fire Department EMS Medical Director;
  - 7. Provide all items listed and requested on page Section 1, C, (page 14) Desirable Qualifications of the McKinney Fire Department EMS Medical Director
  
- B. PROVIDER'S PROPOSED PRODUCT(S)/SERVICE(S) - Identify the proposed product(s)/service(s) to include but not limited to all necessary components identified below:
  - I. EMS Medical Director
  - II. On-line/off-line Medical Direction
  - III. Continuing Education for EMTs and Paramedics
  - IV. Continuous Quality Improvement (CQI) Activities
  - V. Community and System Health Initiatives
  - VI. Organizational Health Initiatives
  - VII. Non-traditional program development activities
  - VIII. Pre-hospital research
  - IX. Emergency medical legal assistance
  
- C. REFERENCES – Include three (3) references from similar organizations where Medical Direction and Related Services are provided. References shall include company name, physical address, email address and telephone number of appropriate company contact.
  
- D. PRICING/FEES – Proposers shall provide pricing for all items listed in Section C. Scope of Services. Please include pricing for any additional services offered not listed within Section C.
  
- E. APPENDIX – Any additional information which the firm deems appropriate.

Proposer acknowledges and confirms the ability to provide all services listed within section C. Scope of Service. Yes\_\_\_\_\_

Any exceptions shall be identified below.

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**Acknowledgment of Addenda (if any):**

Addendum 1	_____	Date Received	_____
Addendum 2	_____	Date Received	_____
Addendum 3	_____	Date Received	_____

**PROPOSAL FORM**  
**SIGNATURE PAGE**

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

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

This proposal shall remain in effect for ninety (90) days from opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if the best and final proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposals, General Conditions, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposers, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other proposers or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the proposers nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to propose or not to propose thereon.

Proposers (Entity Name)	Signature
Street & Mailing Address	Print Name of Signator
City, State and Zip	Title of Signator
Telephone No.	Fax No.
E-mail Address	Mobile No.
Date Signed	

If not the same as above, indicate the City and state that your principal place of business is located:

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