

**FAULKNER COUNTY AND RESPECTIVE CITIES,  
ARKANSAS EMERGENCY MEDICAL SERVICES**

**REQUEST FOR QUALIFICATION**

**KEY INFORMATION SUMMARY SHEET**

**RFQ Issue Date:** February 3, 2022

**RFQ Issuing Office:** Faulkner County and the Respective Cities  
Government

**County Representative:** Faulkner County Judge  
Office Phone: 501-450-4900  
Fax: 501-450-4939  
E-mail: tom.anderson@faulknercounty.org

**USPS Mail Address: (or hand-deliver)** Faulkner County Judge's Office  
801 Locust Street Conway,  
AR 72034  
Attention: RFQ Emergency Medical Services

**RFQs Due / Deadline:** February 14, 2022 @ 9:00 A.M. Local Time

## Emergency Medical Services RFQ

Request for Qualifications (“hereinafter RFQ”) shall be submitted in sealed envelopes labeled: “Emergency Medical Services RFQ” with the name and address of the individual or business entity (“hereinafter Firm(s)”).

RFQ’s shall be submitted in accordance with the attached Faulkner County and the Respective Cities specifications and RFQ documents attached hereto. Each Firm is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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The undersigned hereby offers to furnish and deliver the articles or services as specified, at the terms stated herein, and in strict accordance with the specifications and general conditions of this RFQ, all of which are made a part of the offer.

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Name of Firm:

Contact Person:

Title:

Business Address:

City: State: Zip code:

Email:

Phone:

X

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Signature

Date:

Faulkner County and Respective Cities, Arkansas is requesting RFQs for Emergency Medical Services.

To be considered, RFQs must be received at the Faulkner County Judge's Office, 801 Locust Street, Conway, Arkansas before February 14, 2022 @ 9:00 A.M. CST. Forms and addendums can be downloaded from the County website at <https://www.faulknercounty.org/business/rfp>.

All questions regarding the qualification process should be directed to Tom Anderson at [tom.anderson@faulknercounty.org](mailto:tom.anderson@faulknercounty.org) or by telephone at 501-450-4900.

RFQs submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated 22-9-203 Faulkner County and the Respective Cities encourage all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, Faulkner County and the Respective Cities encourage all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

Faulkner County and the Respective Cities reserve the right to reject any and all RFQs and to waive irregularities therein, and all Firm(s) shall agree that such rejection shall be without liability on the part of Faulkner County and the Respective Cities for any damage or claim brought by any Firm because of such rejections, nor shall the Firm seek any recourse of any kind against Faulkner County and the Respective Cities because of such rejections. The filing of any RFQ in response to this invitation shall constitute an agreement of the Firm to these conditions.

Ad date: February 3, 2022

**1. SUBMISSION OF RFO/PROPOSAL:**

- A. A written narrative describing the method or manner in which the firm proposes to satisfy requirements of this RFQ.
- B. A description of the Firm's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- C. Statement should be no more than fifteen (15) pages; single sided, standard, readable, print on standard 8.5 x 11 papers. Firm(s) shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by Faulkner County and the Respective Cities for completion.
- D. RFQs may be submitted electronically. The use of Adobe PDF documents is strongly recommended.
- E. RFQs will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of respondents only will be available after the deadline until a contract has been awarded. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- F. Firm(s) shall submit a RFQ based on documentation published by Faulkner County and Respective Cities.
- G. RFQs may be enclosed in sealed envelopes or packages addressed to Faulkner County, 801 Locust Street, Conway, AR 72034. The name, address of the firm and RFQ name shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- H. RFQs must follow the format of the RFQ. Firm(s) should structure their responses to follow the sequence of the RFQ.
- I. Firm(s) shall have experience in work of the same or similar nature and must provide references that will satisfy Faulkner County and Respective Cities. Firm may furnish a reference list, of clients for whom they have performed similar services and must provide information as requested in this document.
- J. Firm(s) are advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the County and the Respective Cities to declare any such term non-negotiable. Firm's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- K. RFQs will need to be received by **February 14, 2022 @ 9:00 A.M.**

**2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any Firm(s) as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this RFQ must be sent in writing via e-mail to the County and the Respective Cities Properties office. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the RFQ. All such addenda shall become part of the contract documents. The County and the Respective Cities will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.

**3. RIGHTS OF FAULKNER COUNTY AND THE RESPECTIVE CITIES IN REQUEST FOR RFO PROCESS:**

In addition to all other rights of Faulkner County and Respective Cities, under state law, the County and the Respective Cities specifically reserve the following:

- A. Faulkner County and the Respective Cities reserve the right to rank Firm(s) and negotiate with the highest-ranking firm.
- B. Negotiation with an individual Firm does not require negotiation with others.
- C. Faulkner County and the Respective Cities reserve the right to select the RFQ that they believe will serve the best interest of the County and Respective Cities.
- D. Faulkner County and the Respective Cities reserve the right to accept or reject any and all RFQs.
- E. Faulkner County and the Respective Cities reserve the right to cancel the entire request for RFQ.
- F. Faulkner County and the Respective Cities reserve the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- G. Faulkner County and the Respective Cities reserve the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the RFQ.
- H. Faulkner County and the Respective Cities reserve the right to make selection of the Firm to perform the services required on the basis of the original RFQs without negotiation.

**4. EVALUATION CRITERIA:**

The evaluation criteria define the parameters that will be used to evaluate and score responsive, responsible and qualified RFQs.

The different evaluation parameters are shown below:

- A. Ambulance Operations
- B. Clinical Operations
- C. Dispatch, Reporting and Monitoring Operations
- D. Miscellaneous, as determined by Faulkner County

**5. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of RFQs to the County and Respective Cities, or any work performed in connection therewith, shall be borne solely by the Firm(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Firm(s) prior to contract commencement.

**6. ORAL PRESENTATION:**

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

**7. CONFLICT OF INTEREST:**

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

**8. WITHDRAWAL OF RFO:**

RFQ/proposals may be withdrawn at any time.

**9. LATE RFO OR MODIFICATIONS:**

- A. RFQs and modifications received after the time set for the RFQ submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The County and the Respective Cities will not be responsible for misdirected RFQs. Firm(s) should contact the County Judge's office at (501) 450-4900 to ensure receipt of their submittal documents prior to opening time and date listed.
- B. The time set for the deadline shall be local time for Conway, Arkansas on the date listed. All RFQs shall be received in the County Judge's office BEFORE the stated deadline.

**10. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:**

- A. The laws of the State of Arkansas apply to any purchase made under this request for RFQ. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- B. Pursuant to Arkansas Code Annotated 22-9-203 Faulkner County and the Respective Cities encourages all qualified small, minority and women business enterprises to RFQ on and receive contracts for goods, services, and construction. Also, Faulkner County and the Respective Cities encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

**11. COLLUSION:**

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

**12. RIGHT TO AUDIT, FOIA AND JURISDICTION:**

- A. Faulkner County and the Respective Cities reserve the privilege of auditing a vendor's records as such records relate to purchases between the County and the Respective Cities and said vendor.
- B. Freedom of Information Act: County and the Respective Cities contracts and documents prepared while performing County and the Respective Cities contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to Faulkner County and Respective Cities, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et.seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. Nothing in any contract entered into between the parties shall provide for confidentiality of documents or other records which would result in any of the parties being in violation of the FOIA.
- C. Legal jurisdiction to resolve any disputes shall be based upon Arkansas law. Any dispute regarding any contract entered into between the parties shall be resolved through litigation, though the parties are authorized and encouraged to attempt to mediate disputes, informally or formally, prior to pursuing litigation.
- D. Any contract between the parties shall not include an indemnification provision purporting to have Faulkner County or any other public entity which is a party to the contract waive the statutory immunity provided for in § 21-9-301 et seq. of the Arkansas Code or otherwise indemnify any party.
- E. Any contract between the parties shall not include a provision purporting to limit the liability of the firm awarded this contract.
- F. Any contract between the parties shall not include a provision purporting to require Faulkner County or any other public entity to obtain or maintain insurance.

**13. COUNTY AND THE RESPECTIVE CITIES INDEMNIFICATION:**

The successful Firm (s) agrees to indemnify the County and the Respective Cities and hold it harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or ligation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the County and Respective Cities.

**14. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for RFQ apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Firm(s) prior to submitting a RFQ/proposal on this requirement.

**15. PAYMENT AND INVOICING:**

The Firm must specify in their RFQ the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Firm is responsible for immediately notifying the County Properties office of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ.

**16. CANCELLATION:**

- A. The County and the Respective Cities reserve the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Faulkner County and Respective Cities.

- C. In addition to all other legal remedies available to Faulkner County and Respective Cities, the County and the Respective Cities reserve the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by Faulkner County and Respective Cities.
- D. In the event, sufficient budgeted funds are not available for a new fiscal period, the County and the Respective Cities shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty of expense to the County and Respective Cities.

**17. ASSIGNMENT. SUBCONTRACTING. CORPORATE ACOUSITIONS. MERGERS:**

- A. The Contractor shall perform the work described in this contract. No assignment of subcontracting shall be allowed without prior written consent of the County and Respective Cities. If a Firm intends to subcontract a portion of this work, the Firm shall disclose such intent in the RFQ submitted as a result of this RFQ.
- B. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County and the Respective Cities within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County and Respective Cities, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County and the Respective Cities awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purpose of this Agreement.

**18. NON-EXCLUSIVE CONTRACT:**

The award of this RFQ shall impose no obligation on the County and the Respective Cities to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County and the Respective Cities specifically reserve the right to concurrently contract with other companies for similar work if it deems such an action to be in the County and Respective Cities' best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

**19. ADDITIONAL REQUIREMENTS:**

The County and the Respective Cities reserve the right to request additional services relating to this RFQ from the Firm. When approved by the County and the Respective Cities as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may be necessary.

**20. SERVICE AGREEMENT:**

A written agreement incorporating the RFQ and the successful bid will be prepared, signed by the successful Firm and presented to Faulkner County and the Respective Cities for approval and signature of the County Judge and the Respective Cities.

**21. INTEGRITY OF REQUEST FOR RFO DOCUMENTS:**

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



## **22. OTHER GENERAL CONDITIONS:**

- A. The successful Firm shall carry during the entire Term of the contract for this work and any renewal, commercial general liability in the minimum amount of \$1,000,000 in the aggregate and name Faulkner County and the Respective Cities as an Additional Insured. The County and the Respective Cities assumes no liability for damages or injuries caused by Contractor's equipment or personnel, including but not limited to passing vehicular or pedestrian traffic struck by objects displaced by Contractor's equipment or operations.
- B. Firm(s) must provide the County and the Respective Cities with their RFQs signed by an employee having legal authority to submit RFQs on behalf of the Firm. The entire cost of preparing and providing responses shall be borne by the Firm.
- C. The County and the Respective Cities reserve the right to request any additional information it deems necessary from any or all Firm(s) after the submission deadline.
- D. The request for RFQ is not to be construed as an offer, a contract, or a commitment of any kind, nor does it commit the County and the Respective Cities to pay for any costs incurred by Firm in preparation. It shall be clearly understood that any costs incurred by the Firm in responding to this request for RFQ is at the Firm's own risk and expense as a cost of doing business. The County and the Respective Cities shall not be liable for reimbursement to the Firm for any expense so incurred, regardless of whether or not the RFQ is accepted.
- E. If products, components, or services other than those described in this RFQ document are proposed, the Firm must include complete descriptive literature for each. All requests for additional information must be received within five working days following request.
- F. Any uncertainties shall be brought to the attention of Tom Anderson immediately via telephone (501)450-4900 or by e-mail at [tom.anderson@faulknercounty.org](mailto:tom.anderson@faulknercounty.org). It is the intent and goal of Faulkner County and the Respective Cities to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Firm(s) to be on equal RFQ terms.
- G. Any inquiries or requests for explanation in regard to the County and Respective Cities' requirements should be made promptly to Tom Anderson, Faulkner County and Respective Cities, via e-mail at [tom.anderson@faulknercounty.org](mailto:tom.anderson@faulknercounty.org) or telephone at (501) 450-4900. No oral interpretation or clarifications will be given as to the meaning of any part of this request for RFQ. All questions, clarifications, and requests, together with answers, if any will be provided to all firms via written addendum. Names of Firm(s) submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- H. At the discretion of the County and Respective Cities, one or more Firm(s) may be asked for more detailed information before final ranking of the Firms(s), which may also include oral interviews. NOTE: Each firm shall submit an "Authorized Negotiator Form" containing the signature of a duly authorized officer or agent of the Firm's company empowered with the right to bind and negotiate on behalf of Firm for the amounts and terms proposed.
- I. Any information provided herein is intended to assist the Proposer in the preparation of RFQ/proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Firm(s) with sufficient basic information to submit RFQs meeting specifications and/or test requirements but is not intended to limit a RFQ's content or exclude any relevant or essential data.
- J. Firm(s) irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

- K. The successful Firm shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of Faulkner County and Respective Cities. In case the successful Firm assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Firm shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
  
- L. The successful Bidder's attention is directed to the fact that all applicable Federal and State laws, County and the Respective Cities and municipal ordinances, and the rules and regulations of all authorizes having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Firm shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County and the Respective Cities and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to Faulkner County and Respective Cities.

Faulkner County and the Faulkner County Cities RFQ  
Emergency Medical Services  
**Section B: Vendor References**

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The following information is required from all Firm(s) so all RFQs may be reviewed and properly evaluated:

Company Name:

Business Address:

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

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

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

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

1            Company Name:

                  City, State, Zip:

                  Contact Person:

                  Telephone:

                  Fax Number:

                  E-Mail Address:

2            Company Name:

                  City, State, Zip:

                  Contact Person:

                  Telephone:

                  Fax Number:

                  E-Mail Address:

3            Company Name:

                  City, State, Zip:

                  Contact Person:

                  Telephone:

                  Fax Number:

                  E-Mail Address:

4            Company Name:

                  City, State, Zip:

                  Contact Person:

                  Telephone:

                  Fax Number:

                  E-Mail Address:

**Section C: Statement of Disclosure**

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Firm must disclose any possible conflict of interest with Faulkner County and Respective Cities, including, but not limited to, any relationship with any Faulkner County and the Respective Cities employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any Faulkner County and the Respective Cities employee or County and the Respective Cities elected official.

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

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

- NO KNOWN RELATIONSHIP EXISTS**
- RELATIONSHIP EXISTS (Please explain)**

**PLEASE FILL OUT THE SECTION BELOW:**

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

Name: \_\_\_\_\_ (Printed)

**X**

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Signature

Date:

**Section D: Authorized Negotiator Information**

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At the discretion of the County and Respective Cities, one or more Firm(s) may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

**NOTE: Each Firm shall submit to the County and the Respective Cities a primary contact name, email address, and phone number (preferably a cell phone number) who the County and the Respective Cities selection committee can contact for clarification or interview via telephone.**

**PRIMARY CONTACT INFORMATION:**

Name of Firm:

Name:

Title:

Primary Phone #: (Cell Phone): Secondary Phone #:

E-Mail Address:

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

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

Name:

Title:

Primary Phone #: (Cell Phone):

Secondary Phone #:

E-Mail Address:

Name: (Printed)

**X**

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Signature

Date:

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

## **Emergency Medical Services**

### **1. INVITATION TO SUBMIT PROPOSALS:**

Faulkner County and the Respective Cities Greenbrier, Vilonia, Mayflower, Enola, Guy, Mount Vernon, Wooster, Twin Groves, and Holland Arkansas (County and Respective Cities) are seeking proposals from interested and qualified parties (Contractors) for the award of an emergency medical service (EMS) contract. This proposal is for the provision of emergency medical service for the portion of Faulkner County and Respective Cities, Arkansas pursuant to the terms and conditions hereinafter set forth in or referred to in the Request for Qualifications (RFQ). This RFQ is open to all qualified Contractors who meet the minimum qualifications and can document required credentials as outlined in this RFQ. The intent is for a single Provider/Contractor to provide EMS to the unincorporated portion of the County and the Respective Cities as an emergency operating area (EOA). The award shall be made at the sole discretion of the County and the Respective Cities to the Contractor who provides the best value and displays evidence of satisfactory qualifications and responsibility to fully execute the requirements as set forth by the County and Respective Cities.

The requests should include a proposal for the following:

- (1) Providing ALS and BLS EMS Ground Transport Service to the unincorporated area of Faulkner County and the Respective Cities of Greenbrier, Vilonia, Mayflower, Enola, Guy, Mount Vernon, Wooster, Twin Groves, and Holland described in the following table.

A. Direct Compensation in the contract will be derived from two sources:

- (1) A subsidy dispersed by Faulkner County and the Respective Cities represented in this RFQ on a per Household basis. The subsidy required will be determined by each interested party and will be a key consideration for the award of this contract.
- (2) The ability to collect revenues from fee-for-service billings and collections from patients and responsible third parties. Reasonable and customary rates for ambulance services and adjustments thereof shall be subject to review and approval by Faulkner County and the Respective Cities and the city representatives.

B. Performance Terms

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

- (1) Contract

Notwithstanding any other cancellation procedures called for contractually, the EMS ambulance service provider selected will be initially placed under a Thirty-Six (36) month provisional contract with extension options at the discretion of the County and the Respective Cities and Cities.

(2) Standard Contract and Extensions

The standard contract period takes into consideration that a high- performance ambulance service must simultaneously achieve clinical excellence, response-time reliability, economic efficiency, and customer satisfaction. Therefore, the standard contract period is for a term of three (3) years.

C. Rates and Adjustments

The Contractor may submit requests to Faulkner County and the Respective Cities for rates for the itemized charges.

**2. MINIMUM CONDITIONS:**

**A. Overview**

The conditions described in this section represent the minimum requirements the County and the Respective Cities will accept from a Contractor. The Contractor should carefully examine each requirement outlined in this section and indicate on the RFQ Form that Contractor can and will comply. If submitting multiple proposals, the requirements apply to each unique proposal. Each proposal will be graded as either compliant or non-compliant (pass/fail) with these minimum conditions. Proposals deemed non-compliant shall not be considered further unless a Contractor submits acceptable evidence that non-compliance of one or more requirements will not substantially have negative impact on the Contractor's ability to perform the services proposed.

**B. Emergency Operating Area (EOA)**

The Contractor will provide 24 hours a day, 7 days a week emergency ALS ambulance service to the unincorporated area of the County and the Respective Cities described below. The Contractor will not withhold appropriate emergency services for any reason, especially socioeconomic status or inability to pay for services.

For purposes of measuring response time performance, the response times desired for the service area are more particularly described in Section E, Part III, Section C.

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

**C. Insurance**

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

subrogation rights. Current copies of all policies and Certificates of Insurance must be on file at the County and the Respective Cities at all times during this contract. The following coverage will be required:

1. Commercial liability insurance  
Including but not limited to, bodily injury, property damage, and personal injury, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and annual aggregate. Coverage shall be on “an occurrence basis” and the policy shall include broad form property damage coverage, and contracted liability and fire legal liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence;
2. Professional Medical Liability  
Including errors and omissions with minimum limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and an aggregate limit of not less than Five Million Dollars (\$5,000,000.00);
3. Automobile Liability  
Including a Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence; and
4. Workers’ Compensation  
Including coverage and policy in compliance with the Arkansas Insurance Department the policy must have a minimum of One Million Dollars (\$1,000,000.00).

**D. Performance Security Requirements**

Due to the importance of EMS to the communities served, it is important for the County and the Respective Cities to do everything possible to eliminate the potential for a system failure. Contractor shall provide evidence of the ability to meet performance security requirements to minimize the potential for failure and to sustain uninterrupted service in the event of a default or failure of the Contractor using the methods described in this section.

The Contractor will deposit with the County and Respective Cities, an annually renewable performance bond or cash escrow account in a form acceptable to the County and Respective Cities. The amount of the performance bond or cash escrow account shall be Two Hundred Fifty Thousand dollars (\$250,000.00). The parties will agree that this is a reasonable amount for damages in the event of the Contractor default, failure to perform, termination, or a breach of contract.

**E. Financial Strength**

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

1. Financial Statements

Contractor will include copies of the following for the past two (2) years.

- a. Balance Sheet
- b. Income Statement
- c. Statement of Cash Flows
- d. Statement of Owner Equities



2. Audit Statement

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

3. Financial Commitments

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

4. Billing Operations

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

**F. Experience**

1. Comparable Services

The Contractor will document experience managing comparable emergency medical services for at least three (3) years. Provide the following information for each community.

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

2. Business Identity

The Contractor will provide all corporate or individual names that have been used during the past ten (10) years.

3. Accreditation and Associations

The Contractor may provide a listing of any accreditations held and any professional or industry associations to which the Contractor belongs that the Contractor believes may be of benefit to the County and Respective Cities. If including this information, Contractor should state the benefit to the County and Respective Cities.

**G. Outstanding/Pending Litigation**

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

## **H. Operational Expectations**

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

### **1. Staffing**

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

- a. Maintain personnel certifications and ambulance provider's license(s);
- b. Ensure courteous, professional, and safe conduct of all personnel;
- c. Ensure fair and reasonable shift schedules and employment practices;
- d. Provide or purchase all in-service training of ambulance personnel;
- e. Ensure clinical performance consistent with DOH and Medical Director Standards and implement reasonable changes accordingly.

### **2. Equipment**

The Contractor is responsible for ensuring high-performance service through employing, managing and maintaining all vehicular and medical equipment necessary to fulfill the terms of the contract.

- a. Achieve and maintain Type I, Type II, or Type III ambulance vehicles (not to include backup/reserve ambulance vehicles) as specified in the document entitled "Federal Specifications Ambulance Emergency Medical Care vehicle" as published by the

General Service administration, DOT Federal Specification KKK1822, in effect at time of manufacture and requirements as set forth by the Arkansas Department of Health, and must have affixed thereto the appropriate certification(s);

- b. Equip each ambulance with all required personnel, equipment and supplies for "Paramedic Service" operations as required by the Arkansas Department of Health and as further specified by the Contractor's Medical Director;
- c. Ensure all motor vehicles used for the purpose of providing ambulance service hereunder, shall be designed to transport ill, sick or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and good mechanical condition at all times, in compliance with any applicable State or Federal standards for ambulances;
- d. Ensure ambulances are mechanically sound and removed from service when appropriate to mitigate critical vehicle failures;
- e. Ensure all mechanical, safety, and special equipment shall be subject to inspection at any reasonable time by representatives of the County and Respective Cities;
- f. Ensure no ambulance that has been substantially damaged or altered shall be again placed in service until it has been adequately repaired;
- g. Furnish all fuel, lubricants, repairs, and necessary supplies.

## **I. Cooperation with Other Agencies**

Maintain good working relationships with area law enforcement agencies, fire departments, medical first responders, medical air transport providers and other emergency services organizations. Enter into mutually beneficial support agreements with other ambulance providers.

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

## **J. Provisions for Default and Early Termination**

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

Determination of default will be the responsibility of the Faulkner County Judge and the Respective Cities Mayor.

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

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

1. Failure of the Contractor to operate the system in a manner consistent with Federal, State and Local laws, rules and regulations;
2. Intentionally supplying the County and the Respective Cities with false or misleading information with regard to records, documents, dates or time kept for the purpose of determining Contractor's performance under the terms of this proposal. Upon detection of accidental/unintentional error, the County and the Respective Cities shall be notified immediately and supplied with corrections;
3. Failure of the Contractor, its employees, its agents, or its representatives to conduct themselves in a professional and courteous manner and including professional appearance;
4. Failure of the Contractor to provide to the County and the Respective Cities data generated in the course of operations, including, but not limited to, patient report data, response time data, and financial data as specified in the contract;
5. Failure to substantially and consistently meet or exceed the various clinical standards provided for in the contract;
6. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute; (continued)
7. Chronic failure of the Contractor to meet response time requirements as set forth in the contract.
8. Chronic failure of the Contractor to meet any performance requirements of the contract. Unless where otherwise specifically indicated, chronic failure for this purpose shall be defined as failure to meet any performance requirement three times in a six-month period;
9. Failure to furnish key personnel of quality and experience;
10. Failure to submit scheduled or ad hoc reports, or other information;
11. Failure of the Contractor to maintain insurance requirements or provide timely notification of policy changes;
12. Any other failure of performance required in the contract which is determined to constitute an endangerment to public health and safety, or not be in the best interest of the County and Respective Cities;
13. Failure of the contractor to pay penalties within 60 days of notification of assessment;
14. Failure to maintain any type of license, permit, or certification required by law in order to fulfill the requirements of the contract or in order to avoid fines and penalties imposed by law;
15. Persistent and repeated failures of Contractor to comply with any of the performance requirements may be considered a condition of default.

## **K. Penalties for Failure to Comply**

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

### **1. Performance Requirements**

In the event Contractor fails to comply with any of the terms of the contract, the County and the Respective Cities may issue the Contractor a written warning describing such failure. Should Contractor's noncompliance continue after receipt of such warning, the County and the Respective Cities may deduct penalties from any subsidy or assess a penalty that is payable within sixty (60) days of notification, in the amount of Two Hundred Fifty Dollars (\$250) for each day Contractor remains in noncompliance following receipt of the written warning. Should the noncompliance continue for more than five (5) consecutive days, the County and the Respective Cities may increase penalties to Five Hundred Dollars (\$500) for each additional day Contractor remains in noncompliance.

### **2. Response Time Requirements**

#### **a. Emergency Requests**

For every emergency request where Contractor exceeds response time requirements for the specific response area, the County and the Respective Cities may assess penalties of Five Hundred Dollars (\$500) for each occurrence, which exceeds the response time requirements.

## **3. DESIRED CONDITIONS:**

### **A. Overview**

The conditions presented in this section reflect the County and Respective Cities' desired standards and requirements for acceptable emergency medical services. Each condition listed herein will result in a numerical score based upon the deviation from the stated desired condition. Proposals that offer an improvement to the County and the Respective Cities over the desired condition will receive a higher numerical value than those that merely meet the desired condition. The scoring method for each condition is discussed hereinafter.

### **B. Compensation**

The County and the Respective Cities would prefer proposals that do not request financial subsidy from the County and the Respective Cities but will consider those that do.

### **C. Ground Ambulance Operations**

#### **1. Coverage**

The Contractor will provide emergency ground ambulance service for the unincorporated County and the Respective Cities of Greenbrier, Vilonia, Mayflower, Enola, Guy, Mount Vernon, Wooster, Twin Groves, and Holland.

#### **2. Response Time Requirements**

Ambulances must be compliant with the following minimum response time requirements. Response times are a combination of dispatch operations and field operations. The County and the Respective Cities shall be responsible for classifying all EMS calls using dispatch protocols. The County and the Respective Cities does not plan to limit the Contractor's flexibility in the methods of deployment and providing service as long as the minimum response time requirements are achieved. The Contractor is responsible for emergency medical dispatch.

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

The County and the Respective Cities will work with Contractor as required to determine operational zones, assignments and move-ups.

a. Emergency Responses

- (1) All unincorporated areas of Faulkner County and Respective Cities- Contractors first in assignment must arrive at the scene within 17:00 minutes at least 90% of the time.

b. Non-Emergency Responses

- (1) All unincorporated areas of Faulkner County and the Respective Cities -Contractors first in assignment must arrive at the scene within 20:00 minutes at least 90% of the time.

c. Calculation of Response Times

For all classifications of requests for service, the response time shall be the elapsed time (measured to the second) from the time “call received” to the time “arrival on scene”. The time “call received” shall be from the second the Contractor is actually notified by Dispatch. The time “arrival on scene” shall be the time a fully equipped transport capable ALS service ambulance arrives at the location of the patient or request for service and an ambulance crew notifies the dispatch center that it is fully stopped at the location where the ambulance crew will exit to approach the patient. First Responders do not constitute “arrival on scene” by the Contractor.

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

- (1) Employee is a licensed paramedic or higher; and
- (2) Employee is on duty and arrives in a vehicle clearly marked and identified as the Contractor’s vehicle; and
- (3) Vehicle is equipped to provide Advanced Life Support; and
- (4) Employee is in continual communication with the responding ambulance; and
- (5) Employee begins patient care upon arrival on scene and provides appropriate emergency medical services prior to ambulance arrival.

d. Upgraded and Downgraded Requests

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

e. Response Time Exemptions

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

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

- (1) Requests occurring during a period of unusually severe inclement weather conditions, unless weather was predicted sufficiently in advance that levels of preparedness should have been increased and such steps were not taken, when such response time compliance is either impossible or achievable only at a great risk to EMS personnel and the public;
- (2) In the event of Mass Casualty Incident, all ambulances responding to the Mass Casualty Incident other than the first ambulance on the scene;
- (3) Situations where the communications center receives false or inaccurate information or was unable to obtain adequate response information;
- (4) Requests during a declared disaster within Faulkner County and the Respective Cities and confirmed by the County and Respective Cities, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed;
- (5) Request during times of unusually heavy call demand.
- (6) In the event the ambulance response is delayed by a train blocking the roadway with no effective alternative route, the ambulance will immediately communicate issue to dispatch. Equipment failure, traffic congestion, ambulance failure, or other causes shall not be grounds for granting an exception to compliance with any response time standard. No other causes of late response time shall serve to justify exemption from response time requirements. However, the Contractor may appeal such instances to the County and Respective Cities. Any appeals shall be filed with the County and the Respective Cities within ten (10) days of notification of the incident.

## **E. Clinical Operations**

1. EMS Medical Director
  - a. The EMS Medical Director should provide medical oversight to ensure that the Contractor operates within the mainstream of the local healthcare system.
  - b. At a minimum the EMS medical director should have appropriate training, certification and licensure; expertise in EMS systems; and expertise in the specific type of operation. Ideally, the medical director should be a fully qualified member of the Contractors' operational EMS team.
  - c. The qualified medical director and his or her designees should insure that a local standard of care is established and met. Such standards should coincide with all State of Arkansas statutes. This includes assuring that EMS personnel function within their defined scopes of practice, as established by their training and certification or licensure as outlined by the Arkansas Department of Health.
  - d. It is the Contractor's responsibility to establish mutually agreed upon compensation for the services, availability and provision of necessary materials and resources, and liability coverage for duties and actions performed with the EMS Medical Director.

2. Clinical Standards

- a. The Contractor should provide details on how the following clinical standards will be ensured.
- b. All ambulances that respond to emergency requests for service will be staffed with a minimum of one (1) EMT-Paramedic, and one (1) EMT-Basic.
- c. All response personnel shall meet the minimal education and credentialing requirements as set forth by the Arkansas Department of Health in conjunction with the EMS Medical Director.
- d. EMT-Paramedics shall maintain current certifications in the following:
  - (1) Advanced Cardiac Life Support
  - (2) Trauma life support certification such as:
  - (3) A pediatric emergency education program such as:
    - a. Pediatric Advanced Life Support
    - b. Advanced Pediatric Life Support
- e. Additional training in the following areas is desirable for all personnel:
  - (1) Multi-casualty / Disaster Response
  - (2) Dealing with difficult patients
  - (3) Infection control
  - (4) Emergency vehicle driver operations
- f. The Contractor may require additional levels of training and qualifications.

3. Continuous Improvement

- a. The Contractor shall establish a Continuous Quality Improvement program that encompasses all aspect of the EMS operation. This should include the establishment of Key Performance Indicators that are monitored as a gauge of the system's overall level of performance to Faulkner County and Respective Cities. These should include at a minimum:
  - (1) Clinical Indicators
  - (2) Operation Indicators
  - (3) Financial Indicators
  - (4) Employee Engagement and Satisfaction Indicators
  - (5) Customer Satisfaction Indicators
- b. The Contractor should provide an explanation of its Continuous Quality Improvement program.