



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.wilcogov.org/purchasing>

REQUEST FOR PROPOSAL

MAL-PRACTICE INSURANCE FOR WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES (EMS)

ANNUAL CONTRACT

PROPOSAL NUMBER: 12WCAP102

PROPOSAL MUST BE RECEIVED ON OR BEFORE: JULY 26, 2011 - 1:30pm

PROPOSAL WILL BE PUBLICLY ACKNOWLEDGED: JULY 26, 2011 - 2:00pm

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department on or before **1:30 pm, July 26, 2011**. The proposals will be **publicly acknowledged at 2:00 pm or shortly thereafter** in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

QUADRUPLICATE AND CD: All proposals must be submitted in quadruplicate (1 original complete proposal set and 3 copies of the proposal set) AND 1 CD. The proposal sets must be marked "original" or "copy". A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation.

SEALED: All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require proposer to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective proposer will be able to affirmatively demonstrate proposer's responsibility. A prospective proposer should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the proposal opening date. Results maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Proposals for any or all materials and/or services covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of Williamson County. In determining the overall best Proposal, the County may exercise the following option granted to local government's under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate Proposal and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Proposal should provide information in narrative form indicating the anticipated air quality impact. Proposers are expected to meet all mandated state and federal air quality standards.

CONTRACT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under this contract, Kenny Schnell, Williamson County EMS, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

CONTRACT PERIOD(S): The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013
October 1, 2013 through September 30, 2014

PROPOSAL CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on July 19, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,
<http://wilco-online.org/ebids/bids.aspx>
If you do not have access to email or internet please call the Purchasing contact below

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Kenny Schnell
303 Martin Luther King
Georgetown, TX 78626
(512) 943-1264
kschnell@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is included as Attachment A of this RFP. This form should be completed, signed, and submitted with your proposal.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the proposer provide services

related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

PROPOSAL SPECIFICATIONS

Williamson County Emergency Medical Service is requesting Proposals for Professional Liability Insurance coverage.

The named insured shall be "Williamson County"

Limits of Liability: Please quote \$1,000,000.00 each occurrence as a minimum and \$2,000,000.00 aggregate as a minimum.

Full Prior Acts Coverage

Emergency Medical Service Professional Liability Insurance includes coverage for twenty-four (25) ambulances specified as: fifteen (16) paid units, nine (9) reserve units, and one (2) supervisor unit

Policy shall provide off-duty coverage for persons insured while conducting professional services.

Policy shall exclude Hospital or Physician as pertains to this coverage, except the Williamson County EMS Medical Director.

Policy shall exclude fire fighting activities as pertains to this coverage.

Policy shall include Volunteer Attendants and Medical Director while serving in the Medical Director capacity, as pertains to this coverage.

Policy shall include:

- Directors and Officers liability
- Employee Benefits liability
- Employment Practices liability
- Outside Directorship liability

Other Information:

1. The coverage area will be approximately 1134 square miles.
2. The population of the county covered is approximately 410,000
3. It is estimated that the EMS department will respond to 30,000 emergency calls per year and 1400 non-emergency calls per year
4. There are:
 - a. One hundred thirteen (113) full time paramedics
 - b. Two (2) part time paramedics
 - c. Zero (1) part time EMT
5. There is a crew of two (2) EMTS-P assigned per ambulance and an annual requirement of 40 hours of training for each member.

Policy Term: Please submit a proposal for a one (1) year term and a three (3) * year term.

*Payment shall be made at the beginning of each of the three fiscal years covered under this agreement, however, it is understood that the County shall have the right to terminate the policy at the end of any fiscal year if the Commissioner's Court of the County does not appropriate moneys sufficient to pay the premium for the next fiscal year.

Policy Date Shall Be: 10-01-2011 TO 09-30-2012

ATTACHMENT A



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by: _____

on _____.

(date)

WILLIAMSON COUNTY PROPOSAL FORM
MAL-PRACTICE INSURANCE FOR WILLIAMSON COUNTY
EMERGENCY MEDICAL SERVICES (EMS)

ANNUAL CONTRACT

PROPOSAL NUMBER: 12WCAP102

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

**RETURN PAGES BEGINNING WITH PAGE6 THROUGH THIS PAGE WITH YOUR PROPOSAL
PACKAGE AND ALL REQUIRED INFORMATION**

Williamson County Inner Loop Annex

Address:

301 SE Inner Loop
Georgetown, TX 78626

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

INNER LOOP ANNEX FLOOR PLAN

