



CITY OF FRISCO REQUEST FOR PROPOSAL NO. 2206-077

COST ALLOCATION REPORTING FOR AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM

**PROPOSALS ARE DUE TO THE OFFICE OF
THE DIRECTOR OF ADMINISTRATIVE
SERVICES PRIOR TO:**

**August 4, 2022
@ 2:00PM CST**

NO LATE SUBMITTALS WILL BE ACCEPTED.

VIRTUAL BID OPENING:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or join by entering a meeting ID

Meeting ID: 291 625 999 025

Passcode: pPjvF4

Or call in (audio only)

[+1 469-445-0737,,944710934#](#) United States, Dallas

[\(877\) 366-1298,,944710934#](#) United States (Toll-free)

Phone Conference ID: 944 710 934#

Questions are to be sent to

purchasing@friscotexas.gov prior to:

July 28, 2022 @ 4:00PM CST

Proposals must be supplied on CD
or flash drive along with an original
hard copy or submitted
electronically via Bonfire,
<https://friscotexas.bonfirehub.com>

For CD/flash drive and hard copy
submittals, deliver or mail to:

**CITY OF FRISCO
DANIEL FORD
DIRECTOR OF ADMINISTRATIVE
SERVICES
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034**

For additional information concerning this RFP please contact:

**Daniel Ford, CPPO, CPPB
Director of Administrative Services
dford@friscotexas.gov
972 292 5545**

**Kelsey Luce
Buyer
kluce@friscotexas.gov
972 292 5541**



REQUEST FOR PROPOSAL 2206-077 COST ALLOCATION REPORTING FOR AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM

PROPOSER MUST SUBMIT ORIGINAL PROPOSAL PLUS A DIGITAL COPY ON CD OR FLASH DRIVE TO FACILITATE EVALUATION UNLESS SUBMITTING ELECTRONICALLY THROUGH BONFIRE.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

The solicitation documents are available through Bonfire and vendors may register at <https://friscotexas.bonfirehub.com/portal>. Note that proposals must be received on Bonfire by the due date and time in order to be considered. Any proposal that is not received on time will not be considered. Submitting proposals via the Bonfire website is not mandatory, hard copy and cd/flash drive submittal in accordance with these solicitation specifications will also be accepted. Proposal submissions and registration are free of charge, for more information on being a vendor visit the vendor portal at the link provided above.

PROPOSALS MUST BE RECEIVED BY AUGUST 4, 2022 BEFORE 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES' OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Proposals will be publicly opened and names of those that submitted read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 in room C116 or via Microsoft Teams meeting on August 4, 2022 at 2:05 PM CST.

Write the request for proposal number, 2206-077, and name of proposal, *COST ALLOCATION REPORTING FOR AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM*, and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting Proposals" attached hereto. Each proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The City will have the right and option to terminate the contract upon thirty (30) days written notice.

The successful proposer may be required to execute a written contract.

GENERAL CONDITIONS OF PROPOSER

1. INSTRUCTIONS: These instructions apply to all Proposals and become a part of the terms and conditions of any Proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by Proposer when submitting Proposal.

PROPOSALS

2. FORM: Proposer must submit original hard copy and a digital copy on CD or Flashdrive of the sealed Proposal/written quote/proposal or submit electronically via bonfire to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the Proposal being declared non responsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of Proposal closing. In the case of estimated requirement contract Proposal, the prices must remain firm for the period as specified in the Proposal. "Discount from list" Proposals are not acceptable unless specifically requested in the Proposal.
4. QUANTITIES: In the case of estimated requirements contract Proposal, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this Proposal regardless of quantity. The successful Proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be proposed F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful Proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the Proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting Proposer.

8. PROPOSER SHALL PROVIDE: With this Proposal response, the Proposer shall provide all documentation required. Failure to provide this information may result in rejection of Proposal.
9. ALTERING/WITHDRAWAL OF PROPOSALS: Proposals cannot be altered or amended after submission deadline. The signer of the Proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No Proposal may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services's approval.
10. PRESENTATION OF PROPOSALS: No oral, telegraphic, telephonic, e-mailed, or facsimile Proposals will be considered at this time. All Proposals must be submitted in a sealed envelope.
11. CORRESPONDENCE: This Proposal number must appear on ALL correspondence, inquiries, Proposal submittal documents, etc. pertaining to this Invitation for Proposal.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the Proposal document. It is the responsibility of the Proposer to ensure receipt of all addenda and to include the changes in this Proposal document.
13. LATE PROPOSALS: Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. PROPOSAL OPENINGS: All Proposals submitted will be read at the City's regularly scheduled Proposal opening for the designated project. However the reading of a Proposal at Proposal opening should not be construed as a comment on the responsiveness of such Proposal or as any indication that the City accepts such Proposal as responsive.

The City will make a determination as to the responsiveness of Proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Proposer upon award of the contract and according to state law; all Proposals received will be available for inspection at that time, unless otherwise provided by law.

15. PROPOSAL TABULATION: Proposers desiring a copy of the Proposal tabulation may request it by enclosing a self-addressed stamped envelope with Proposal. PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.

16. **PROTESTS:** All protests regarding the Proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of Proposals. This includes all protests relating to advertising of Proposal notices, deadlines, Proposal opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this Proposal. Protests relating to staff recommendations may be directed to the Director of Administrative Services within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **PROPOSAL AWARD:** The City reserves the right to award a separate contract to separate Proposers for each item/group or to award one contract for the entire Proposal. Unless stipulated in the attached Proposal specifications, the contract will be awarded to the lowest responsible Proposer or to the Proposer who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** 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 by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:** A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must 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. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than reference, Proposal must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.**

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful Proposer. 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.
28. PROPOSAL SECURITY/BOND REQUIREMENTS: If required, Proposal security shall be submitted in the same manner as your proposal. Any electronic submittals will require the vendor to provide the original hard copy within three (3) business days of the notification of intent to award. Any Proposal submitted without bond or cashiers/certified check, where required, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation 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.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible Proposer.
32. INVOICES: Invoices must be submitted by the successful Proposer to: accountspayable@friscotexas.gov

CONTRACT

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract, the contract shall be for a predetermined period as specified in the Invitation for Proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum
35. **AUDIT:** The City reserves the right to audit the records and performance of successful Proposer during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL PROPOSER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
36. **TERMINATION FOR DEFAULT:** The City 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 successful Proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another Proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Proposer.

37. **ACCEPTABILITY:** All articles enumerated in the Proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this Proposal will be determined solely by the City Director of Administrative Services or designated representative.
38. **REMEDIES:** The successful Proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
40. **SILENCE OF SPECIFICATION:** 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 commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
41. **NO PROHIBITED INTEREST:** The Proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
44. **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.
45. **APPLICABLE LAW:** Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.
46. **STORMWATER REQUIREMENTS:** Contractor shall implement best management practices (BMPs) to prevent storm water pollution to the maximum extent practicable in accordance with the current City of Frisco Storm water Ordinance (11-11-52). These BMPs include:
- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
 - Implementing standard operating procedures (SOPs) for spill prevention and cleanup.
 - Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
 - Implementing proper material handling BMPs for transportation and storage.
 - Implementing proper waste disposal BMPs.
47. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the

signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form

(Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

Within ten days of being notified of award of a contract by the City of Frisco, the successful vendor (business entity) must use the Texas Ethics Commission's web application, <https://www.ethics.state.tx.us/File/>, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that **will contain a unique certification number**. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be provided to the City of Frisco Purchasing division (**within 10 days of being notified of award of a contract**).

The City of Frisco is required to notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

48. CHAPTER 2270 CERTIFICATION

In accordance with Chapter 2270 of the Texas Government Code, Consultant hereby certifies that Consultant (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with City, including during the term of this Agreement.

49. PROPRIETARY DATA - Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of Frisco will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Texas Public Information Act.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted after award. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (A/C, No. Ext.): 972-555-5555 FAX (A/C, No.): 972-555-5556 E-MAIL: johnsmith@abcinsurance.com ADDRESS:
INSURED Your Company Name Here Address of Insured Address of Insured	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Name NAIC #: 12345 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR. LTR.	TYPE OF INSURANCE	ADDL. ISS.	SUBM. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea. occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
		X		987654	03/05/2013	03/05/2014	PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea. accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			123456	03/05/2013	03/05/2014	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		123456	03/05/2013	03/05/2014	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
--	---

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident Proposers:

A governmental entity may not award a governmental contract to a nonresident Proposer unless the nonresident underbids the lowest bid submitted by a responsible resident Proposer by an amount that is not less than the amount by which a resident Proposer would be required to underbid the nonresident Proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other:
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, _____.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, _____.

Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed._____
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7_____
Signature of vendor doing business with the governmental entity_____
Date

Contract Risk Assessment Questionnaire
Required Submittals

1. Has your business/company/organization filed for bankruptcy within the last five (5) years?
Yes ☐ No ☐ If so, please enclose details.
2. Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance?
Yes ☐ No ☐ If yes, please enclose details.
3. Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
Yes ☐ No ☐ If yes, please enclose details.
4. In the last five (5) years has there been or is there now pending any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance of any services or the provision of any product by your business/company/organization?
Yes ☐ No ☐ If yes, please enclose details.
5. Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
Yes ☐ No ☐ If no, please enclose details.
6. In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency?
Yes ☐ No ☐ If yes, please enclose details.
7. In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency?
Yes ☐ No ☐ If yes, please attach a full explanation.
8. In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector?
Yes ☐ No ☐ If yes, please enclose details.
9. In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license?
Yes ☐ No ☐ If yes, please enclose details.

10. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
Yes ☐ No ☐ If "yes," identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.
11. In accordance with Chapter 2270 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with City?
Yes ☐ No ☐
12. In accordance with Chapter 809 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of any contract with City?
Yes ☐ No ☐
13. In accordance with Chapter 2274 of the Texas Government Code, do you certify that your business/company/organization does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of any contract with the City? Yes ☐ No ☐

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION. THE UNDERSIGNED HEREBY AGREES ON BEHALF OF HIS/HER BUSINESS/COMPANY/ORGANIZATION THAT THE CERTIFICATIONS SET FORTH IN SECTIONS 11-13 ABOVE SHALL BE INCORPORATED INTO ANY CONTRACT WITH THE CITY.

Dated this _____ day of _____ of the year _____

Name of organization: _____

Signature: _____

Printed name and title: _____

PROPOSER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?

ORIGINAL ON A CD OR FLASHDRIVE AND THREE (3) HARD COPIES INCLUDED?

ALL BLANKS COMPLETED ON THIS FORM?

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?

Schedule of Events

Public Notification/Advertisement July 10, 2022

July 17, 2022

Deadline for Submitting Questions July 28, 2022 4:00PM CST

RFP Responses Due August 4, 2022 2:00PM CST

Questions concerning this RFP are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

REQUEST FOR PROPOSAL #2206-077
COST ALLOCATION REPORTING FOR AMBULANCE SUPPLEMENTAL PAYMENT
PROGRAM

Statement of Purpose

Frisco Fire Department provides Emergency Medical Services (EMS) and ambulance service to the citizens of Frisco. The City of Frisco is seeking proposals from firms to prepare a cost allocation report in order to participate in the Ambulance Supplemental Payment Program from the Texas Health and Human Services Commission. This supplemental payment program allows approved governmental ambulance providers to receive supplemental payment if the provider's allowable costs exceed the fee-for-service revenue received during the same period. The supplemental payments are based on services provided to Medicaid and uninsured patients.

The contract period will be two years with three, City-optional one-year renewals.

Objectives

Maximize revenue for the City in line with the cost reporting procedures of the Texas Health and Human Services Commission.

Comply fully with current local, state, and federal laws and statutes.

Program Overview

In 2021, the Frisco Fire Department responded to 19,107 emergency and non-emergency calls; 12,028 were EMS related and 7,476 resulted in transports.

The City operates a fleet of seven full time ambulances, nine quint/engine companies, and three truck companies. All ambulances, engine, and truck companies are staffed with paramedics and equipped to provide advance life support.

Historical billing and collection data by fiscal year:

BILLED TRANSPORTS				COLLECTIONS SUMMARY			
Item	Fiscal Year	Medicaid	Uninsured	Item	Fiscal Year	Medicaid	Uninsured
1	FY 2018	\$ 20,486.58	\$ 1,223,009.00	1	FY 2018	\$ 5,939.35	\$ 119,341.87
2	FY 2018	24,205.50	1,176,951.65	2	FY 2019	7,246.89	90,636.85
3	FY 2019	16,554.50	1,100,290.43	3	FY 2020	5,409.30	81,935.99
4	FY 2021	13,823.63	1,371,942.37	4	FY 2021	3,959.71	87,571.44

The rate structure and mileage charges are as follows:

Transport Type	Resident	Non-Resident
Basic Life Support (BLS)	\$ 690	\$ 790
Advanced Life Support (ALS1)	745	845
Advanced Life Support (ALS2)	765	865
Mileage*	15	15
Medication Fee*	50	50

*** Mileage is charged from scene or where patient was picked up to appropriate medical facility. Medication fee is assessed when applicable on a per patient, per incident basis.**

The City prefers to take a conservative approach to cost determination.

Scope of Services

1. Have a satisfactory record of performance in preparing a cost report for other ambulance providers.
2. Ensure that each cost report preparer has completed the required state-sponsored cost report training.
3. Promptly undertake through ethical and lawful means, the administrative burden of the annual cost report preparation and submission to the Texas Health and Human Services Commission.
4. Work with Frisco Fire Department, the City's accounting department, the third-party billing company (currently Digitech Computer Inc.), and other City departments as needed to gather the data necessary to design and generate the annual cost allocation reports for the City of Frisco.
5. Except as outlined in the subcontracting plan, the contractor shall not assign any work without prior written consent of the City.
6. Assist with any review or audit process by the Texas Health and Human Services Commission.
7. Allow for financial audits by the City's auditor as requested throughout the term of the contract.
8. Allow for compliance audits by the City's auditor as requested throughout the term of the contract.
9. Nondisclosure - Offeror agrees that any reports, data, documentation or other information given to, prepared by or reviewed by it or its employees and agents under or in connection with this Agreement may be proprietary and confidential information. Vendor shall make every reasonable effort to maintain the confidentiality of such information and shall not sell, license, publish, display, distribute, disclose or otherwise make available such

information of the City to any third party, nor use such information except as authorized by this Agreement, without the prior written consent of the City unless authorized or required by law, court order, or pursuant to a subpoena; provided, however, that information will not be released pursuant to a subpoena without first providing the City notice of the subpoena and an opportunity to contest (at the City's sole expense) the release of the information.

10. Contractor will be required to enter into a Business Associate Agreement with the City of Frisco as required by HIPAA.
11. Blanket Surety Bond (Fidelity Bond) - The contractor shall have personnel bonded for not less than \$10,000 each, or provide a blanket surety bond in an amount not less than \$50,000 protecting the City from loss due fraudulent conversion by the offeror or dishonesty of its employees.

Proposal Format Response

1. SECTION I — COMPANY PROFILE

- a. Provide an overall description of your company including longevity, structure, and staffing levels.
- b. Provide resumes of key personnel who will be assigned to the City of Frisco.
- c. Provide names of organizations (at least 3), preferably local governmental entities or organizations providing cost reporting services, for which you have prepared cost allocation reports for ambulance supplemental payment program service in the past three years. Include organization name, address, telephone number and current contact person. See exhibit A.
- d. Provide references for projects you have completed working with any proposed subcontractor.

2. SECTION II — PROJECT APPROACH

- a. Address each portion in the Scope of Services and describe the methodology you will apply to achieve it.
- b. Provide a comprehensive Work Breakdown Structure describing each task to be performed along with expected time for completion.
- c. If you plan to subcontract any part of the work, provide information on subcontractors to be used, as well as the work that they will perform. Describe the relationship between your companies and the history of working together.

3. SECTION III — DOCUMENTS

- a. Provide a sample cost allocation report.

4. SECTION IV — COST

- a. Address in detail the fee structure pertaining to this service including commission and/or fees. Describe in detail the proposed pricing schedule and rationale for that pricing. No additional payments shall fall due under this contract except for any adjustments from the Texas Health and Human Services Commission.

Evaluation Criteria

The City of Frisco will select the proposal that is determined to be the most advantageous to the City, considering the relative importance of the following criteria and weights and any other facts considered relevant by the City. The City reserves the right to request presentations or demonstrations from some or all offerors in order to further develop evaluation scores.

Experience and Qualifications/Sample Report	(Section I and III)	40%
Cost	(Section IV)	40%
Project Approach	(Section II)	20%

Best and Final Offer

The City reserves the right to request a best and final offer from any or all offerors.



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM RFP 2206-077 COST ALLOCATION REPORTING FOR AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM

The undersigned certifies that the prices and information contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

"I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."

Name of Proposer: _____

Address of Proposer: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____