

REQUEST FOR PROPOSALS

EMERGENCY MEDICAL SERVICES (EMS)

CITY OF YORK



Proposal Submittal Due Date

Monday, October 2, 2017

2:00 P.M.

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Introduction

The City of York requests proposals to provide full time emergency medical services (EMS) and necessary dispatching to operate said service twenty-four (24) hours per day, seven (7) days per week. The city currently has a population of 43,762 and is 5.5 square miles. The City of York is a third class city and is the county seat for York County.

Background

The City of York has had a private ambulance company to cover emergency EMS calls in the city since 1985. The contract with the current provider is set to expire on December 31st 2017. The City of York is seeking quotes for service for the period of one year and five years. Proposals shall include:

- A brief history of the organization
- A listing of other municipalities served
- Location of operation headquarters
- A Price quote to provide EMS per the spec for one year
- A price quote to provide EMS per the spec for five years (break each year into a separate price)

The City of York shall release the history of the past two (2) years current call volume at the request of the Contractor. This history shall be limited to the availability of responses to emergency calls within the City of York municipal boundaries.

Spec:

The below agreement is the spec used by the City of York and would be the agreement between the parties. Highlights of the spec include but are not limited to the following:

- Ambulances must be primarily stationed with the City limits
- Provide ALS and BLS
- Respond to 90% of the dispatched calls for service within the City limits
- Provide stand-bys at police and fire events (working fires and police incidents)
- Provide stand-bys at city sponsored events
- Transport city personnel (up to 12 a year) at no cost to the city
- Provide EMS continuing education for City Fire personnel
- Offer an ambulance subscription to city residents
- Replace medical supplies used by City Fire Department personnel on EMS calls
- Provide rehab and supplies at working fires
- Must have York County radio system equipment
- Be licensed by the PA Department of Health

- Treatment of city personnel on scene of emergencies at no cost to city
- A business office located within the City of York and equipped with such radios, telephones and other necessary equipment and supplies for the proper operation of the ambulance service. Said office shall be located in a district zoned for such use and shall be open for business during regular business hours.
- Provide detailed monthly and annual reports

EMERGENCY MEDICAL SERVICES (EMS) AGREEMENT

The parties hereto do mutually agree as follows:

1. CONTRACT PRICE

Payments for each year shall be made in equal monthly installments due on or before the first day of the month for which service is provided.

Such payments shall be considered as subsidy for the operation of the EMS service in the City of York and shall not pertain to any other services that might be provided by the Contractor. The payments are subject to City of York taxation.

Funds received under this Agreement prohibit their use for the purchase, maintenance, or operation of ambulances.

2. NON-ASSIGNMENT

The Contractor shall not assign or transfer this Agreement or any part hereof without the written consent of the City of York. Such consent, if given, shall not release the contractor from any of its obligations and/or liabilities under this Agreement.

3. EARLY TERMINATION

Should the Contractor, during the term of this Agreement, be adjudged bankrupt or make general assignment for the benefit of its creditors or if a receiver should be appointed on account of insolvency, the City of York may, without prejudice to any other right or remedy, terminate the Agreement and seek new proposals. The City of York also reserves the right to seek new proposals at the end of each year, if, in the opinion of the City of York, the Contractor's performance is not satisfactory.

Written notice of any breach of this Agreement prior to the expiration of the term stated, but only in the event that a breach has gone uncured. Written notice of any breach shall be given to the breaching party within seven (7) days of the discovery of such breach. The breaching party shall have thirty (30) working days in which to address an alleged breach.

If the breach is not cured within that period, the party giving notice may give further notice that it considers the Agreement to be terminated

4. STATUS OF CONTRACTOR

All work performed, services provided, and business conducted by the Contractor pursuant to this Agreement is as an independent Contractor and this Agreement does not constitute a contract of employment, partnership, or agency.

The Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the type and amount of equipment and staffing needed, the general and local conditions, and all other matters that may in anyway affect its performance of the Agreement. No verbal agreement or conversation with any officer, employee, or agent, before or after the execution of this Agreement, shall affect or modify any of the terms of this Agreement.

The parties stand in an independent contractor relationship to one another and shall not be considered as joint venture's or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. No verbal agreement or conversation with any officer, employee, or agent, before or after the execution of this agreement, shall affect or modify any of the terms of this agreement.

5. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall provide full time emergency medical service (EMS) and necessary dispatching and shall operate said service twenty-four (24) hours per day, seven (7) days per week. Said service shall include, but not limited to, the following:

- a. Licensed advanced life support (ALS) mobile intensive care unit (MICU) and licensed basic life support (BLS) ambulance, in good condition, equipped as required by law and all applicable regulations, which shall be stationed within the City of York twenty-four (24) hours per day, seven (7) days per week, which shall be staffed by a minimum of two (2) persons per ambulance, certified as required by law and regulation. Additional certified personnel shall be on call to enable the contractor to respond in a timely manner as needed.
- b. The first due ambulance shall arrive at the incident scene within an average of six (6) minutes from the time of dispatch ninety percent (90%) of the time for all Class I & II 911 Center dispatched calls for service and fifteen (15) minutes ninety percent (90%) of the time for all Class III 911 Center dispatched calls for service. If the first ambulance is unavailable due to another call in the City of York, the second due

ambulance shall arrive at the incident scene within an average of ten (10) minutes from the time of dispatch ninety percent (90%) of the time for all Class I & II 911 Center dispatched calls for service and fifteen (15) minutes ninety percent (90%) of the time for all Class III 911 Center dispatched calls for service. If both first and second due ambulances are unavailable due to any other 911 dispatched calls, the contractor shall provide additional back-up ambulance service as required, within a reasonable time.

- c. Ambulance response and stand-by at fires or other emergency or non-emergency incidents as requested by the City of York Department of Fire/Rescue Services or the York City Police Department shall be at no cost to the City of York. There shall be no time limitations or restrictions to the number of personnel or units required to provide this service, or to the number of times this service is provided during the period of this Agreement.

Should the nature of the event extend beyond the jurisdictional authority of the City of York, the Contractor reserves the right to seek financial compensation accordingly. The Contractor also reserves the right to seek financial compensation from any party responsible for causing the incident.

Emergency on-scene treatment of any duly authorized City of York emergency personnel shall be at no cost to the City of York or the injured party.

This treatment shall include any and all equipment and supplies necessary for on-scene treatment of injuries and/or illness sustained in the performance of duties and shall include the administration of oxygen when indicated.

Contractor agrees to provide for the transport of injured and/or ill emergency personnel at no cost to the City of York or the injured/ill party from the point of patient contact to a local hospital or other hospital as directed by medical command, provided that the number of transports does not exceed twelve (12) per calendar year, and that any transport over twelve (12) be billed in accordance with the Contractor's normal billing and fee schedule.

The Contractor agrees to provide a minimum of one (1) ambulance for stand-by at every City of York sponsored public event and to provide additional personnel and equipment to provide appropriate coverage for any City of York sponsored event requiring any additional coverage as required by law or regulation. The City of York Department of Fire/Rescue Services may, at its discretion, request additional resources to be supplied by the Contractor at no cost to the City of York. Additional standby ambulance requirement is limited to no more than forty (40) standby unit hours in any one (1) calendar year. Additional standby unit hours will be billed at the Contractor normal hourly rate with a two (2) hour minimum charge.

- d. Full compliance with all applicable federal, state, and local laws and regulations; and all regulations, policies, and procedures of the City of York Department of Fire/Rescue Services.
- e. Federally licensed two-way radio equipment on each vehicle and a fixed station. All equipment shall be maintained in good condition. All radio equipment must be part of the York County Radio System.
- f. A business office located within the City of York and equipped with such radios, telephones, and other necessary equipment and supplies for the proper operation of the ambulance service, said office shall be located in a district zoned for such use and shall be open for business during regular business hours.
- g. Contractor agrees to make available to the City of York at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment, any of the records relating to costs or pricing for the contract for inspection by any authorized representative of the City of York.
- h. The Contractor agrees that the City of York Department of Fire/Rescue Services has exclusive management authority for all incidents to which it is assigned. The Contractor further agrees that its employees and agents shall cooperate fully with the Department of Fire/Rescue Services in all matters regarding incident management, and shall work within the established Incident Command System of the Department.
- i. The Contractor agrees to provide: (1) monthly statistics reports summarizing the response activity of the previous month; and (2) quarterly narrative reports, both as agreed to by both parties. Reports shall be sent to the City of York Department of Fire/Rescue Services and to the York City Bureau of Health.
- j. The contractor agrees to make available regular EMS continuing education and training for fire department personnel.
- k. The contractor agrees to replace any EMS disposable supplies used by the fire department personnel on an emergency medical call. Replacement equipment shall be of the brand and type, or an acceptable substitute, normally used and stocked by the Contractor.

6. RESPONSIBILITIES OF THE CITY

In addition to the payment of the contract price, the City agrees to the following:

- a. Provide fire and/or police services as needed for assistance with those ambulance calls requiring rescue, extrication, traffic control, protection of EMS providers, etc.

- b. The City may, at its option, maintain and operate an ambulance, which shall not be used as a public response ambulance, but may be used as a support unit as needed and available.
- c. The City shall provide the Contractor with a copy of all applicable policies and procedures of the City of York Department of Fire/Rescue Services.
- d. Allow Contractor to provide assistance to all other emergency medical service providers that provide ambulance service to the City in the event that such assistance is necessary (*e.g.*, through mutual aid request, where another ambulance service may be unable to respond to its assigned service area).
- e. It will be the City's responsibility to submit any event plans required by applicable laws and regulations and to notify the Contractor at least fourteen (14) days in advance of any City sponsored events.

7. OTHER AGREEMENTS

The Contractor may enter into separate agreements with other political subdivisions and/or health care facilities for such compensation, which may be mutually agreed upon, between the Contractor and said other party, providing such agreements do not alter the responsibilities of the Contractor as stated herein.

8. CHARGES TO THOSE SERVED

The Contractor shall determine its own fee schedule and retain all fees collected. The Contractor shall not refuse emergency services to any person in the City based on ability to pay.

9. PROTECTION OF THE CITY

The Contractor shall indemnify and hold harmless the City from any and all suits or actions of any and/or every kind and description brought against the City or any of its officers, employees, or agents, and also from damages and costs to which it, they, or any of them, may, by reason of injury to a person or property of any other, resulting from the performance of the Contractor's obligations under this Agreement.

In addition, the Contractor shall carry an insurance policy providing complete third party comprehensive bodily injury and property damage insurance, limits which shall not be less than \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage, per occurrence. The Contractor shall furnish the proper certifications of insurance coverage, including and executed copy of the policy, to the City before the effective date of this

Agreement and a certificate of current insurance periodically thereafter. The City shall be named as an additional insured on the Contractor's insurance policy.

The successful Contractor shall provide a certificate of licensure to provide Emergency Medical Services (ALS and BLS) within the Commonwealth of Pennsylvania.

10. CALLS FOR AMBULANCE SERVICE

All emergency and non-emergency calls within or made by the City for ambulance service shall be referred to the Contractor.

When calls are received by the York County Communications Center and/or the police or fire departments, said calls shall be referred to the Contractor.

Dispatch procedures shall follow all applicable laws and regulations, and a copy of which shall be provided to the City of York Department of Fire/Rescue Services.

City expressly understands and acknowledges that Contractor may be unavailable at times due to high demand, emergencies or other unforeseen circumstances within or outside of City. City understands that, when residents of City call 9-1-1, Contractor will be the primary ambulance service dispatched, but, that due to high demand, emergencies, or other unforeseen circumstances, Contractor may be unavailable. In that case, a secondary ambulance provider for the City will be dispatched by 911 for mutual aid. Contractor may enter into mutual aid agreements with other area ambulance services to cover this contingency, and copies of such agreements shall be provided to City upon request.

11. OTHER SERVICES BY THE CONTRACTOR

Nothing in this Agreement shall prevent the Contractor from providing other health-related services as it may elect, provided that:

- a. Such activities do not violate federal, state, or local laws or regulations.
- b. Such services do not hinder or restrict the performance of the ambulance as set forth in this Agreement.

The sale of ambulance memberships shall be made available to the City residents at the sole discretion of the Contractor and as provided for by law. Reciprocity with other EMS organizations memberships is at the sole discretion of the Contractor. The terms and conditions of the ambulance memberships shall be set by the Contractor.

12. COMPENSATION

Contractor plans to derive revenue primarily from billing and collection activities related to its provision of emergency medical services in the Municipality. Although Contractor does not presently anticipate the need for additional subsidies from Municipality beyond those outlined under Paragraph 2 for its services, in the event Medicare and/or Medicaid reimbursements are significantly reduced through governmental actions, which are out of Contractor's control, Contractor shall have the opportunity within 120 days of notice of these changes to request an increase in financial subsidy from the City to compensate for lost revenue. "Significantly reduced" shall mean that anticipated reimbursement rate per call is expected to be decreased by at least 5.0%. The Municipality shall make efforts to discuss with Contractor and attempt to mutually agree upon such subsidy within 60 days of receiving notice of the need for additional subsidy. If a subsidy amount cannot be agreed upon within this 120-day period, either party may terminate this Agreement.

13. VIOLATION

Any violation of the terms of the Agreement may result in the withholding of subsidy payments until such time as the conditions that created the violation have been corrected to the satisfaction of the City.

14. DISCRIMINATION

The parties hereto agree not to discriminate against any person in need of ambulance service for any reason whatsoever. Such discrimination shall include, but not be limited to, medical reasons, financial, ethnic, racial, religious, and all other forms of discrimination.

15. REFERENCES

The proposal shall include no less than three (3) references from municipalities that the Contractor has provided a similar service to.

16. RIGHTS OF THE CITY OF YORK

The City of York reserves the right to:

Accept or reject any proposal(s) that do not meet the requirements listed above.

The City of York reserves the right to negotiate with more than one Contractor to reach the desired contractual outcome. To reach a desired outcome, the City of York reserves the right to negotiate outside of the scope of the original RFP.

The City of York shall not be bound to accept any proposal.

The City of York shall not be required to accept the lowest bid in order to serve the needs of the City of York.

17. SELECTION COMMITTEE AND PROPOSAL REVIEW PROCEDURES

A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City may arrange for a meeting with the submitting parties or entities to clarify any aspect of the proposals and to give each the opportunity to further establish their credentials. The selection committee has the responsibility to negotiate the most favorable cost, terms and conditions to the City of York. The negotiating process may involve one or more RFP responses, and may continue until the actual award of the contract.

The City reserves the right to reject all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so

18. OTHER PROVISIONS

Nothing in this Agreement shall prohibit the City of York Department of Fire/Rescue Services, the York City Police Department, or any other agency of the City of York from actively engaging in the delivery of emergency medical services to persons within the City of York.

The City of York Department of Fire/Rescue Services may, at its discretion, call for any additional resources deemed necessary for the delivery of emergency medical services within the City of York.

This Agreement recognizes the Contractor as the prime provider of basic and advanced life support ambulance services for the City of York, and agrees that the City may, at any time, take whatever action necessary to carry out its mission of public safety.

The City of York reserves the right to interview Contractors prior to awarding a contract. The City of York intends to negotiate and award a contract no later than the November

21, 2017 York City Council meeting. The effective date of this award will become effective on January 1, 2018.

Please submit proposals to:

David P. Michaels, Fire Chief
43 S. Duke Street
York, PA 17401

All questions pertaining to this RFP shall be submitted electronically to the Fire Chief, David P. Michaels no later than five (5) business days prior to the October 2, 2017 deadline.

Proposals shall be submitted electronically via email to dmichael@yorkcity.org. Proposals are due no later than 4:00pm on Monday October 2, 2017. Any proposal submitted after the deadline will not be considered.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent)

of _____, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of York or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of York, which the Bidder will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of York in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of York of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires:

**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF YORK**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of York (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Name of Provider

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____

NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF YORK, dated _____, 20 __, providing for the _____

_____ City of York,
Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, _____, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said _____ by the City of York, receipt whereof is hereby acknowledged, the said _____ agrees to indemnify and save harmless the CITY OF YORK, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this ____ day of _____, 20__.

By: _____

Title: _____

ATTEST:

(Title)