



REQUEST FOR PROPOSALS

**COUNTY EMERGENCY MEDICAL AND AMBULANCE SERVICES
ID NO. 03-22/23**

BID DUE: WEDNESDAY, APRIL 12, 2023 at 2:00 pm

BID OPENING: WEDNESDAY, APRIL 12, 2023 AT 2:10 pm

Chesterfield County Council
County Courthouse
178 Mill Street
Chesterfield, South Carolina 29709

REQUEST FOR PROPOSALS

March 1, 2023

Proposal ID: Emergency Medical and Ambulance Services

REQUEST FOR PROPOSALS

The County of Chesterfield will accept proposals for Countywide Emergency Medical and Ambulance Services (“EMS”) based on the requirements set forth in this Request for Proposals (“RFP”).

Proposals will be received at the Office of the County Administrator, 178 Mill Street, Chesterfield, South Carolina, 29709, until 2:00 pm local time, as indicated by personal timepiece of the County Administrator, on Wednesday, April 12, 2023. The proposal ID as shown on the proposal must be clearly visible on the proposal submitted. Please contact Mr. Chad Arant, County Emergency Services Director, at 843-623-3362 if you have any additional questions regarding the requirements set forth herein.

PURPOSE

The purpose of this RFP is to establish an EMS provider (“*Contractor*”) with field level paramedic care on each primary ambulance for the transportation of persons requiring such services and one (1) quick response vehicle (QRV). The County is requesting five (5) twenty-four hour, paramedic staffed ambulances at an Advanced Life Support (ALS) level of service and one (1) twenty-four hour paramedic staffed QRV at an Advanced Life Support (ALS) level of service.

GENERAL REQUIREMENTS

The *Contractor* shall provide full and complete operations, maintenance and management services to efficiently and effectively provide the emergency medical and ambulance services within the County on a twenty-four hour per day, seven days per week basis. The *Contractor* is responsible for providing 100% coverage. The *Contractor* shall be first responder and will cooperate with rescue squads as best suits patients’ needs, coordinated by the County Emergency Services Director.

The *Contractor* shall be currently accredited by a nationally accepted accrediting organization (Commission on Accreditation of Medical Transport Systems (CAMTS), Commission on Accreditation of Ambulance Services (CAAS), or the like, and shall provide documentation of such accreditation.

The *Contractor* will use reasonable efforts to coordinate and integrate services with the various volunteer agencies that assist in providing ambulance and first response services in the County. The *Contractor* will, in a timely manner notify the area specific rescue squad and the appropriate dispatching agency any time the *Contractor’s* ambulance is not available for service in an assigned service area. The *Contractor* shall replenish medical supplies used by the rescue squads while providing first responder services at no cost to the rescue squad.

The *Contractor* will acknowledge and agree that nothing will prohibit volunteer providers of EMS in the county from taking part in the In-services training provided by *Contractor* and the *Contractor* agrees to provide medical training (within reason) at no cost to those who wish to participate.

The *Contractor* will provide training when available to groups, churches, county employees, First Steps, etc. at little or no cost to those who wish for such training. In return, all county EMS providers will continue to provide standby and/or backup ambulance services for their respective coverage areas.

The **Contractor** shall furnish and supervise all necessary personnel, facilities and equipment for the conduct of such services.

The **Contractor** shall furnish the county with an asset list of the operational ambulance fleet including the listing year of each vehicle and mileage. The age of a fleet ambulance must be no more than five (5) years and mileage no more than 300,000 miles. In the event **Contractor** has to replace any ambulance or QRV, **Contractor** shall not be without the minimum required ambulance(s) or QRV within the county for more than twenty four (24) hours. Each ambulance and QRV shall be equipped with a vehicle tracking system. Real-time vehicle location data will be made available to the County's dispatch center and rescue squads.

The service area will include Cheraw, Chesterfield, Pageland, Jefferson and Middendorf areas. The **Contractor** will work with all current volunteer providers of EMS in the coverage area to ensure EMS coverage on 100% of all bona fide "9-1-1" calls received by the County without regard to gender, race, religion, age, nationality or ability to pay. The **Contractor** shall coordinate and cooperate with volunteer providers in order to maintain this coverage. The **Contractor** shall submit for approval a Resource Allocation Plan. The plan will detail the priority of each post based on the number of ambulances available to respond in the county. The **Contractor** will immediately notify the County's dispatch center any time it is unable to provide the requisite number of paramedic-staffed ambulances. At no time shall the **Contractor** use any ambulance providing coverage as herein described for convalescent or scheduled medical transportation outside of calls received and dispatched by the County's dispatch center.

The **Contractor** shall regularly maintain ambulances, accessory equipment and medical supplies so as to keep such items in good working order at all times. All ambulances shall be equipped with an operable automatic mechanical chest compression/CPR device, video laryngoscope, and 12-Lead cardiac monitoring with end-tidal carbon dioxide monitoring.

The **Contractor** shall maintain such coverage, with an average response time of twelve (12) minutes or less, one hundred percent (100%) of the time, even if doing so requires that the **Contractor** must provide additional staffed ambulances from out-of-county sources, at no cost to the county. The County will charge **Contractor** liquidated damages in the amount not to exceed five hundred dollars (\$500) for each ambulance not in-service. If an ambulance is out-of-service for more than twenty-four (24) consecutive hours within a 24-hour shift, the county will charge **Contractor** liquidated damages in the amount not to exceed one thousand dollars (\$1,000) for each ambulance not in-service. For any calendar month where the average response time is in excess of twelve (12) minutes, the County will charge **Contractor** liquidated damages in the amount not to exceed five thousand (\$5000).

The **Contractor** shall appoint a local (practicing within Chesterfield County) primary or associate medical director meeting the requirements of the current EMS Regulations of South Carolina (S.C. Code of Regulations R. 61-7). The medical director shall be agreed upon by **Contractor** and County Emergency Services Director. The medical director shall be paid by the **Contractor**.

At its discretion, the **Contractor** may bill patients a reasonable amount for services performed that do not require transport.

The **Contractor** shall be required to utilize the Chesterfield County 911 Communications Center for Emergency Medical Dispatching to the citizens of Chesterfield County and reimburse the 911 Communications Center for its services at four dollars (\$4) per transport.

The **Contractor's** EMS personnel will aid and assist Chesterfield County Emergency Preparedness on a reasonable basis, subject to the availability of **Contractor's** resources. This to include drills, training in specific areas (CPR, radiological etc.), preparatory planning (drills, weather etc.) and actual events, manmade or natural. In times of a presidentially declared disaster, the County will coordinate the resources the County has contracted to provide. Following the disaster, the **Contractor's** officials will meet with Chesterfield County Emergency Preparedness

representatives and report all related and eligible costs to the County.

The **Contractor** shall procure and maintain in force during the term of this agreement, at its own cost, in such form(s) and with such insurer(s) as reasonably acceptable to the County, the following coverage:

- (a) Worker's compensation insurance as required by the State of South Carolina.
- (b) Automobile liability insurance with at least one million dollars (\$1,000,000) combined single limits for bodily injury and property damage of at least one million dollars (\$1,000,000) for any occurrence, with respect to each of the **Contractor's** owned, hired or non-owned vehicles assigned to or used in performance of the EMS. **Contractor** shall provide coverage for the non-owned automobiles belonging to employees used in performance of the services.
- (c) Professional Errors and Omissions (medical malpractice) liability insurance with at least one million dollars (\$1,000,000) per occurrence or per claim.
- (d) Excess umbrella liability insurance in the amount of at least five million dollars (\$5,000,000) in excess of the primary policies as set forth in subsections (1), (2) and (3).

The **Contractor** shall provide a Certificate of Insurance as evidence that the policies providing the required coverage, conditions, minimum limits, and the naming of the County as an additional insured are in full force and effect. This Certificate shall identify this agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days written notice has been given to the County.

The **Contractor** agrees to remain in substantial compliance with all laws of the United States; the State of South Carolina, and (if different), the State the **Contractor** is located in; including, but not limited to, the rules and regulations promulgated by the SC Department of Health and Environmental Resources, SC Medical Board and any others deemed necessary; and ordinances and regulations of County existing including, but not limited to, the requirements of County Ordinance No. 09-10-17 regulating ambulance services and providing the standards for granting franchises for ambulance services in the County. A copy of Ordinance No. 09-10-17 and an Ambulance Service Franchise Application are attached hereto as Exhibit A and incorporated herein as a part of this RFP. If the Respondent is not currently the holder of a valid franchise pursuant to Ordinance No. 09-10-17, the Respondent's proposal shall also include any and all necessary information specifically required by said Ordinance to apply for a franchise, including a completed Franchise Application. At a reasonable time (during business hours), the County shall have the right to audit all records of the **Contractor** applicable to **Contractor**/Chesterfield EMS necessary to ensure substantial compliance with all such laws.

The term of this agreement shall be (3) years, commencing on or before July 1, 2023 and ending June 30, 2026 and anniversaries thereof being referred to as the "renewal date." Thereafter, this agreement shall be automatically renewed for successive additional terms of one (1) year each, unless either party shall give written notice of termination to the other at least one hundred eighty (180) days prior to the next renewal date.

The **Contractor** shall provide a contract for review, revision and approval by Chesterfield County Council. **The proposed contract must include a provision for specified liquidated damages in the event the Contractor fails to meet the requirements thereunder.**

NOTE: Neither the State of South Carolina nor its governmental subdivisions, including Chesterfield County, have authority to enter into indemnification or "hold harmless" agreements. Further, the addition of language such as "to the extent permitted by law" does not and cannot validate an indemnification or "hold harmless" agreement. Such agreements are without legal authority as to the State of South Carolina and its governmental subdivisions, including Chesterfield County. Inclusion of any such language in documents submitted in response to the RFP shall be considered null and void, and may be grounds for rejection of proposals.

SCHEDULE OF AWARD OF CONTRACT

The County reserves the right to select a **Contractor** who, in the County's sole opinion, provides the most advantageous solution for the County and whose response to this RFP best demonstrates adherence to and ability to meet the above minimum requirements which shall be the evaluation factors in determining the award.

The County reserves the right to interview all or any of the responding vendors to this RFP.

Respondents who submit proposals shall be responsible for all costs related to the preparation of such proposals. The County anticipates that it will award the contract to the vendor selected in a reasonably timely manner.

All respondents shall be notified in writing of the selection decision.

SUBMISSION PROCEDURES AND REQUIREMENTS

Respondents shall submit an original of their proposal. All proposals must be valid for **sixty (60) days** after the proposal date. Confidential information which Respondents consider to be exempt from disclosure pursuant to the South Carolina Freedom of Information Act (FOIA) or other applicable law, should be marked as proprietary. The County reserves the right to determine which information is and is not proprietary (NOTE: Pricing, costs and the like are generally not considered proprietary information under FOIA and, therefore, disclosure may be required if requested by a third party.)

- A. The proposal submission must be received no later than **2:00 pm, Wednesday, April 12, 2023**. Any proposal received after the date and time stipulated will be rejected and returned unopened.
- B. The proposal submission must be clearly marked as **Emergency Medical Services Proposal** and must be delivered to the address below in sufficient time to ensure receipt by the County's representative on or before the time and date specified above:

Michelle Stanley, Finance Director
County Council Office
Chesterfield County Administrative Building
178 Mill Street
Chesterfield, South Carolina, 29709

Respondent assumes full responsibility for the timely delivery of the package to the County's representative.

- C. For good and sufficient reason, Chesterfield County may extend the date and/or time of the proposal deadline.

END OF SECTION

Contacts: Chad Arant, County Emergency Services Director
(843) 623-3362 Office
carant@chesterfieldcountysc.com

Michelle Stanley, Finance Director
(843) 623-2535 Office
mstanley@chesterfieldcountysc.com

PROPOSAL FORM

Proposal Submitted to: Chesterfield County, South Carolina

Project Name: Emergency Medical and Ambulance Services Proposal

Respondent: _____

Address: _____

Phone and Fax Number: _____

E-Mail Address: _____ **Federal Employer Identification No.:** _____

BASE Price for (5) 24-hour staffed ambulances and (1) 24-hour paramedic staffed Quick Response Vehicle:

Total Base Price \$ _____

(Total Base Price in Words) _____

The Respondent hereby certifies that Proposal as submitted herein will remain valid for a period of not less than sixty (60) days from due date of this Proposal submission.

The Respondent also understands the County assumes no responsibility or obligation to the Respondent, and will make no payment for any costs associated with the preparation or submission of this Proposal.

Non-Collusion Statement: The undersigned states the company has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive pricing in connection with the Proposal. No person(s) associated with the company is any employee of the County. No existing agreements with the County create a Conflict of Interest in the submission of the Proposal.

The undersigned hereby certifies and guarantees by signature that he/she is legally authorized to make such declarations and responses on behalf of the Respondent as listed below.

Respectfully submitted:

Respondent: _____

By: _____
(Signature)

Name: _____

Title: _____
(Typed)

Corporate Seal (if applicable)

Attest: _____