

REQUEST FOR PROPOSAL
RFP #2016-03
EMERGENCY MEDICAL SERVICES

Sussex County is now accepting competitive sealed proposals for the provision of Emergency Medical Services as a supplement to the volunteer rescue squad.

I. BACKGROUND

Sussex County, Virginia encompasses a 499 square mile rural area in which has an approximate population of 12,500 people. The County is south of Richmond, Virginia. Emergency medical services are currently provided by two EMS volunteer agencies, the Stony Creek Volunteer Rescue and Waverly Rescue Squad, Inc. Both agencies are supplemented by the County through a paid contract services with two (2) medical transport company currently. Both EMS agencies provides Basic and Advanced Life Support services to the County's citizens. Both agencies responded to approximately 2,150 calls in the last 12 months.

Both EMS agencies are currently billing for services and it is critical that the needed information for billing is captured. Most importantly, it is the County's objective to preserve, protect and promote the public health, safety and general welfare of its citizens and to defray the rapidly increasing cost of operations for the County's volunteer rescue squad and for the contract expense associated with the supplemental EMS personnel utilized.

The Proposal must be submitted to Ms. Deborah A. Davis, County Administrator on or before August 10, 2016 at 2:00 PM. Please submit the RFP by mail to Sussex County Administration, Post Office Box 1397, Sussex, Virginia 23884 or deliver to Sussex County Administration Building, 20135, Princeton Road, Sussex, Virginia 23884. All questions related to the RFP must be emailed etvick@sussexcountyva.gov.

II. SCOPE OF SERVICES--Contract EMS Services

- A. The Provider shall respond to all emergency, non-emergency, mutual aid calls for service, **(and collect all information for billing the EMS call)** by supplying contract EMS providers to supplement volunteer services. Currently, one (1) EMS agency needs one (1 crew) contract staffing for six (6) days a week, twelve (12) hours per day and, the other agency has two (2) crews, one (1 crew) 24 hours per day, seven (7) days per week and, one (1 crew) 12 hours per day, seven days per week at peak hours. The Provider's supervisory staff shall monitor the activities of assigned personnel daily to insure that all contracted services are supplied in a professional and competent manner. Supervisory staff should personally visit the station weekly to monitor the activities of assigned personnel. Management and/or supervisory staff shall meet periodically/as needed with the Rescue Captain and County representatives to ensure a good working relationship between all stakeholders.

- B. If additional services are required and/or should the County in its singular discretion decide to enlarge the services to be provided by the Contractor herein to seven (7) days per week and twenty-four (24) hours per day per week, the Contractor upon written notification would provide such services on a seven (7) day per week and twenty-four (24) hours per day basis and/or an agreed amount per hour.
- C. The contract staff will follow the EMS agencies Rules and Regulations for daily operations along with the Sussex County Standard Operation Procedures (SOP).
- D. Each crew shall consist of one Advanced Life Support provider and one Basic Life Support provider. All personnel shall be certified in IS-700 Introduction to NIMS, ICS-100 Introduction to Incident Command, and ICS-200 Basic Incident Command.
- E. The Provider shall operate under the EMS agencies license at the direction of the Medical Director. The Provider shall use the agency's identification, will be listed as an affiliate of the assigned agency, and will operate under the Old Dominion Emergency Medical Services Alliance (ODEMSA) protocol.
- F. The Provider shall supply staffing **(only)** and utilize the equipment and supplies belonging to the County and the EMS agencies; wash, clean, and stock the vehicles in conformance with the State regulation inspection sheet; inspect each vehicle daily and complete the inspection forms provided by the agency. The contractor shall provide the uniforms for the staff with the EMS agency's name and agency's logos.
- G. The Provider shall complete electronic (E-PPCR's) and enter data into the computer program's immediately following each call. Paper copies of all reports shall be secured in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- H. Providers agree that the captains of the agencies may instruct the EMS staff of the company awarded the contract to perform maintenance on the equipment and cleanup of the building, and that the Provider shall instruct its employees to comply with such reasonable instructions, with the understanding that this does not make the agency Captain the supervisor of the employees.
- I. The contract providers agree that the County (Public Safety Coordinator) and the rescue captain (collectively) have the ability to request that an individual employee of the company awarded the contract no longer provide services to the County, and be removed immediately from duty.

III. Specific Terms and Conditions

- A. Contractor shall provide a history of the firm, qualifications and years of experience in 911 EMS services.

- B. Contractor shall provide three (3) current references from 911-based services.
- C. Contractor shall submit their privacy policy to ensure that information obtained from citizens in the County will remain confidential.
- D. The contractor shall purchase and maintain sufficient insurance to protect them from claims in the following amounts:

Workers' Compensation	State of Virginia requirements
General Liability	\$1,000,000 per occurrence
	\$2,000,000 annual aggregate
Automobile	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

- E. A Certificate of Insurance shall be required within ten (10) days of the date of the award. The certificate must contain a provision stating that the coverages will not be canceled unless a minimum of fifteen (15) days prior written notice has been given to the County.
- F. The Contractor shall indemnify and hold harmless the County, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the negligence of the contractor, his agents or employees during the performance of this contract.

IV. GENERAL TERMS AND CONDITIONS

By submitting a proposal, the Contractor agrees to the following contract provisions:

A. Anti-Discrimination:

By submitting bids or proposals, bidders, offerors or contractors certify to Sussex County that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, which provides:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, political affiliation, veteran status, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona

vide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. Ethics in Public Contracting:

By submitting a bid or proposal, bidders, offerors or contractors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. Immigration Reform and Control Act of 1986

By submitting a bid or proposal, bidders, offerors or contractors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. Drug and Alcohol Abuse:

The County's goal is to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. This applies to contractors, subcontractors and employees of firms doing business with the

County while on County premises. By submitting a bid or proposal, bidders, offerors or contractors certify full compliance with the County's Goals.

E. Receipt of Bids/Proposals:

To be considered, bids or proposals shall be received at the location provided and within the time period specified in the Invitation for Bids (IFB) or the Request for Proposals (RFP). Responses received after the specified date and time shall be returned unopened.

F. Acceptance/Rejection of Bids/Proposals:

Sussex County reserves the right to accept or reject any or all bids or proposals or portion of any bid or proposal and to reissue said bid or proposal. The County reserves the right to award a contract based on a lump sum or per item basis or a sample provided.

G. Clarification of Terms:

Prospective bidders, offerors or contractors may submit questions in writing concerning the specifications or other solicitation documents no later than seven (7) working days before the due date. Any revisions to the IFB or RFP will be issued as an addendum.

H. Precedence of Terms:

Paragraphs A - G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions or any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

I. Use of Brand Names:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders, offerors or contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired. Any article, which the County, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted.

J. Firm Prices:

Prices and all associated charges shall be firm for sixty (60) days after the due date of the bids or proposals unless otherwise stated by Sussex County.

K. Taxes:

Sussex County is exempt from federal, state and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

L. Delivery:

All costs and other charges associated with the delivery of a good or non-professional service shall be included in the bid or proposal. The County reserves the right to cancel all or any part of a contract without obligation if delivery is not made within the time period specified in the bid or proposal document.

M. Required Signature:

All bids and proposals shall be signed with the firm name, federal identification number and by a representative possessing the authority to bind said firm with his/her signature. The County may request documentation of the signer's authority.

N. Qualifications of Bidders, offerors or contractors:

Sussex County may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder, offeror or contractor to perform the work or supply the goods. The bidder, offeror or contractor shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the bidder's, offeror's or contractor's physical facilities prior to award to satisfy questions regarding the bidder's or offeror's capabilities. Further, the County reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the County that such bidder or offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.

O. Changes to the Contract:

Changes can be made to the contract in one (1) of the following ways:

1. The Administrative staff may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract may include, but are not limited to the increasing and/or decreasing of EMS providers as needed to provide EMS coverage to its citizens. The contractor shall comply with the notice upon written notice. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Finance

Department a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing;
- b. By agreeing on a (hourly rate) price or using a (hourly rate) price set forth in the contract, if the work to be done can be expressed in units (hours) and the contractor accounts for the number of units (hours) of work performed, subject to the Finance Department's right to audit the contractor's records and/or to determine the correct number of units (hours) independently;
- c. By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Finance Department with all invoices or other records of expenses incurred and savings realized. The Finance Department shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Finance Department within thirty (30) days from the date of receipt of the written order from the Finance Department.

P. Payment Terms:

All approved invoices will be paid within forty-five (45) days of receipt.

Q. Default:

In the case of failure to deliver goods or services in accordance with the contract terms and conditions, Sussex County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to and cumulative with any other remedies the County may have under federal, state and local law. Any litigation arising from this Invitation for Bids (IFB) or Request for Proposals (RFP) or subsequent contract(s) shall be brought in the Circuit Court of Sussex County.

V. EVALUATION AND AWARD

Following receipt of proposals, the proposals will be evaluated based on the following criteria:

- A. Qualifications and experience of the Contractor
- B. Proposal preparation and understanding of scope of work
- C. Reference checks and evidence of collection rates
- D. Availability of the Contractor to provide timely client assistance and customer service based on prompt and timely updates, complaint and concern resolution and delivery of monies collected.
- E. Non-binding estimate of the cost of service
- F. History of compliance with applicable state, federal and local regulations concerning billing practices and related issues

Selection shall be made of two (2) or more firms deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each firm so selected, the evaluation committee shall make a recommendation of award to the Board of Supervisors. Should the County determine in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that firm. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the firm's proposal as negotiated.