

ANNOUNCEMENT

July, 26, 2022

REQUEST FOR PROPOSALS (RFP)

EMERGENCY MEDICAL SERVICES FOR THE CITY OF DUBOIS AND SANDY
TOWNSHIP, PENNSYLVANIA

The City of DuBois and Sandy Township, Clearfield County, Pennsylvania, (“Municipalities”) are inviting firms to submit a proposal for the purpose of entering into a contract to serve the Municipalities from date of award through consolidation January 1, 2026, through competitive negotiations for the professional services of an Emergency Medical Services (EMS) provider with experience in providing such services for local government entities.

The EMS provider shall provide professional services in the manner described in the Request for Proposals and in accordance with any other requirements imposed by the Municipalities.

The provider of the EMS must have at least 5 years of experience as a provider of such services with all licenses, certifications, and other registrations required by the Commonwealth of Pennsylvania.

Information relating to submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contractual agreement can be found online at <https://duboispa.gov/consolidation/> or copies can be obtained for a fee at the DuBois City Building (16 W. Scribner Ave., DuBois, PA) or Sandy Township Building (1094 Chestnut Ave., DuBois, PA).

Sealed proposals (one (1) original and ten (10) copies and one (1) electronic version), must be received by the Municipalities no later than **September 26, 2022** at 10:00 A.M., EDT and the same will be publicly opened immediately thereafter. If mailed, the proposal should be addressed to: Herm Suplizio, City Manager (16 W. Scribner Ave., DuBois, PA 15801) and the envelope sealed and clearly marked as "EMS Services for City of DuBois and Sandy Township." Any contact for additional information should be made to both Shawn Arbaugh and Herm Suplizio via email at sarbaugh@sandytownship.net and herm.suplizio@duboispa.gov

Proposals must be submitted on the forms provided by the Municipalities.

The Municipalities reserve the right to accept or reject any or all proposals.

NOTE: In this document the term "Contractor" shall mean the person or firm making a proposal based on this RFP. The terms "Proposer," "Provider," and "Vendor" are used interchangeably. also, the term "you" or "your" shall refer to the Proposer.

SECTION 1. BACKGROUND

A. Purpose

The purpose of this RFP is to solicit proposals for the purpose of entering into a contract to serve the Municipalities from date of award through consolidation January 1, 2026, through competitive negotiations for the professional services of an Emergency Medical Services (EMS) provider with experience in providing such services for local government entities. The City of DuBois post consolidation reserves the right to extend the contract or re-bid.

The provider shall provide EMS for the Municipalities as described in the Request for Proposals and in accordance with any other requirements imposed by the Municipalities.

B. Background

This project involves the provision of EMS to the entirety of the Municipalities, a community of approximately 19,358 persons within approximately 56.21 square miles.

The Municipalities require an EMS provider to provide emergency medical care and emergency ambulance service within the Municipalities. Such a provider would be granted the right to be the primary provider of such services in the Municipalities.

SECTION 2. PROPOSAL REQUIREMENTS

A. General

Each entity responding to this RFP (Proposer/Vendor) shall submit a written response (Proposal) setting forth the Proposer's qualifications and plans for meeting or exceeding the performance expectations set forth in this RFP.

The outcome of this RFP will be the selection of a Proposer (Contractor) with whom the Municipalities will execute an exclusive, performance-based agreement (Agreement) for the provision of 1) a ground emergency medical transportation system at a "paramedic Advanced Life Support" (ALS/BLS) and Basic Life Support (BLS) level of service; and 2) non-emergency interfacility ALS/BLS ambulance transports originating in the Municipalities. This includes the exclusive first right of refusal to (i) respond to all ALS/BLS calls originating from 9-1-1 or other telephone numbers and other emergency or urgent medical call requests made through the County 9-1-1 system, and other sources (ii) provide care and/or transport patients within the emergency medical services (EMS) system, and (iii) provide care and/or transport other patients requiring ALS/BLS ambulance service, when the transports originate in the Municipalities.

The Municipalities reserve the right to reject any or all proposals and to select the proposal that it judges to be in the best interest of the Municipalities.

Any contract between the Municipalities and the selected Proposer will be subject to the approval of the City of DuBois Council and Sandy Township Board of Supervisors and is effective only upon the Council's and Board's approval.

All Proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.

All proposals shall remain effective subject to Municipalities review and approval for a period of ninety (90) days from the deadline for submitting proposals. *

The Municipalities may initiate negotiations with the Proposer or seek additional proposals on an informal or formal basis during the ninety (90) day period that proposals must remain effective.

The Proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high-quality level of service. **Changes should be listed and explained.** However, the scope of work proposed, at minimum, must accomplish the goals and work outlined below.

*NOTE: There will be NO EXCEPTIONS to this requirement.

B. Inquiries

All inquiries, questions, etc. concerning the RFP shall be forwarded to Shawn Arbaugh and Herm Suplizio, by e-mail (sarbaugh@sandytownship.net and herm.suplizio@duboispa.gov).

Any changes to the RFP will be in writing, documented and forwarded to all participating proposers of the RFP as soon as possible. Major changes, or an excessive number of changes, may result in cancellation of the existing RFP.

C. Proposal Submittal Requirements

Proposal packages (one (1) original and ten (10) copies and one (1) electronic .PDF version), shall be submitted in a sealed envelope clearly marked in the lower left-hand corner "PROPOSAL FOR EMERGENCY MEDICAL SERVICES FOR CITY OF DUBOIS AND SANDY TOWNSHIP" no later than **10:00 AM on September 26, 2022**. No proposal will be accepted after **10:00 AM** and all proposals shall be delivered to the Sandy Township Municipal Building, 1094 Chestnut Avenue, PO Box 267, DuBois PA 15801. All material submitted will become the property of the Municipalities and the only information available at the proposal opening will be the names of vendors submitting proposals. Facsimiles of proposals will not be accepted.

D. Debriefing

The Municipalities require that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can be given out only after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the Administrative Offices for public review. Request a review time during normal business hours, 8

a.m. to 4 p.m., Monday through Friday.

E. Examination of Data

Before submitting proposals, prospective providers shall carefully examine the provisions of this RFP, acquaint themselves with all governing laws, ordinances, etc. and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the Provider has so familiarized himself and, therefore, no concession will be granted by the Municipalities because of any claim of misunderstanding or lack of information. Providers are expected to read and study all specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by providers should be reported promptly to the Municipalities for correction or interpretation before the date of the opening of the proposal.

SECTION 3. WORK REQUIREMENTS

A. Instructions

The following work elements and work tasks constitute the work and services required to be performed and provided in a satisfactory manner by the selected Vendor.

B. General Objectives

The Municipalities are soliciting proposals from qualified emergency medical services (EMS) organizations to provide 24 hours per day, 7 days a week, 365 days per year, Advanced Life Support (ALS/BLS) and emergency ambulance services to the citizens, workers, and visitors of the Municipalities. The area of the Municipalities is approximately 56.21 square miles with a population of approximately 19,358. The terms, start date, agreement/contract will be subject to negotiations. The provider will be responsible for billing and collection as hereinafter described.

C. Scope of the Work

1. Professional Responsibility

Only qualified and experienced providers will be considered. All proponents should carefully review this solicitation for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this RFP.

Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Municipalities as per the terms set out in this Request.

2. Basic Services

- a. The vendor shall supply personnel, equipment, vehicles and supplies to provide ALS/BLS emergency ambulance service to transport any person who becomes injured or ill within the Municipalities and who requires emergency medical treatment or emergency transport to the hospital.

- b. Advanced Life Support (ALS) is defined as a basic level of pre-hospital care that includes patient stabilization, airway clearance and maintenance, cardiopulmonary resuscitation (CPR), hemorrhage control, initial wound care, fracture stabilization, victim extrication and other techniques and procedures approved by the Pennsylvania Department of Health.
- c. The Contractor shall provide emergency ALS/BLS services without regard to a person's ability to pay for the services. The vendor shall provide emergency transport service on a twenty-four (24) hour a day, seven (7) days per week, 365 days per year basis to the closest appropriate medical treatment facility as dictated by the patient's condition.
- d. The Contractor shall be the primary responder to any emergency dispatched for ambulance services. It is expected that normal time from dispatch to response within the Municipalities shall be 10 minutes or less. In the event of a major incident or dispatches involving multiple patients (3 or more), the vendor will provide an on-scene duty officer within a reasonable response time.
- e. There is no minimum or maximum number of calls that will be received by the Contractor. The average number of calls received per month for 2021 was approximately 400. This information is given as estimated historical data for reference only and does not represent or guarantee the type, number, or nature of calls for service or transports to a medical facility. The Municipalities makes no representations, promises, or guarantees concerning the actual number of emergency and non-emergency calls or transports, number of patients or distance of transports associated with this procurement. Every effort has been made to provide accurate information, but Proposers will need to use their professional judgment and expertise to develop estimates, economic models and operational plans and proposals.
- f. The Contractor will be expected to respond immediately to a dispatched call it receives for emergency services. The Contractor shall be on the scene of the call as soon as safely possible. The Contractor will be expected to maintain a record of the times of dispatch and on-scene arrival to provide said times to the Municipalities. The Municipalities will be forwarded these reports monthly detailing the arrival and response times during the term of the contract to ensure that the residents are receiving the best possible service.
- g. The Contractor may be called upon to assist with fire stand-by calls, provide a supervisor for command posts when requested, and staff a dedicated ALS/BLS unit for community or special events within the Municipalities (such as fireworks, community events, athletic events, etc.).
- h. Contractor shall, at a minimum, provide mutual aid as required by the Pennsylvania Department of State Health or other applicable state laws. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the Municipalities.
- i. Contractor shall be Medicare and Medicaid compliant at the time of application and remain so throughout the time of the contract.
- j. Contractor shall provide, at no charge to the Municipalities, stand-by services at the scene

of an emergency incident within the Municipalities when directed by the DuBois City or Sandy Township Police Chief, Fire Chief, or Emergency Management Coordinator. A unit placed on stand-by shall be dedicated to the incident.

3. Vehicle Coverage and Staffing

- a. The Vendor will at a minimum provide sufficient vehicles, personnel and equipment to staff two (2) ALS/ one (1) BLS licensed transport capable ambulances 24 hours a day, 7 days per week, 365 days per year, including all holidays. Additionally, the Contractor shall provide a duty supervisor who is able to respond to major EMS incidents, fires, or police incidents when requested, within a reasonable response time, to help supervise, coordinate and manage EMS resources for such incidents.
- b. Compliance with Applicable Law: The Contractor shall comply with all applicable laws and regulations governing the provision of ALS/BLS emergency ambulance services, including but not limited to all employee licensing, training and education requirements. In addition, the Contractor shall comply with applicable labor laws and/or Department of Health regulations pertaining to the number of hours worked by any one person in a day. The Contractor also agrees to comply with all state and local traffic laws and ordinances.

4. Management and Personnel Qualifications

The Municipalities expect and require professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any occasional departure from this standard of conduct. All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with the Commonwealth of Pennsylvania requirements. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of serious offenses.

a. Personnel Qualifications

- i. All field personnel shall hold current certifications from the Pennsylvania Department of Health as an Emergency Medical Technician, Advanced Emergency Medical Technician or Paramedic.
- ii. Drivers must hold a valid Pennsylvania driver's license.
- iii. The Contractor shall be solely responsible for the hiring of employees. The Contractor is responsible for all operating expenses, including salaries, benefits, insurance etc. for the personnel assigned to work in the Municipalities. It shall be expressly understood that the personnel assigned to the Municipalities are employees of the Contractor and not employees of the Municipalities.
- iv. The Contractor shall offer in-service training programs to ambulance staff to assist its employees in keeping current their certifications and to assure the maintenance of ALS/BLS services of the highest quality. Contractor shall maintain documentation of training and continuing education provided to its employees.
- v. The Contractor shall also maintain documentation of successful background

investigations, including drug screening tests and fingerprinting, for all personnel that will be assigned to work in the Municipalities.

- b. All regularly scheduled, on duty ambulance staff shall be properly uniformed and identified as to employer, name and title by a name plate or emblem attached to the uniform and work jacket, along with the Ambulance Service's name.
- c. Contractor must comply with all state and federal law with respect to non-discrimination and equal employment opportunity, including but not limited to the Pennsylvania Human Relations Act (PHRA), Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA) and the Americans with Disabilities Act (ADA).

5. Vehicles and Other Equipment and Supplies

The Contractor shall provide adequate Personal Protective Equipment (PPE) and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc.

- a. Radios and other equipment and supplies – The Contractor shall be equipped with and maintain mobile radios and other communication equipment and licenses necessary to comply with applicable Federal Communications Commission and Pennsylvania Department of Health guidelines.
- b. The Contractor shall be responsible for the maintenance, replacement and storage of its ambulances and other equipment necessary to perform services described in this RFP and any contract entered into.
- c. Describe the facility or facilities from which you intend to provide service to the Municipalities. Include all addresses, size/space, and proximity to the Municipalities.

6. Billing

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible.

Billing shall be the sole responsibility of the Contractor. The Municipalities shall have no role in the billing of any person for emergency medical services. The Municipalities shall have no responsibility for reimbursing any uncollectable or other bills issued by the Contractor.

7. Records, Reports, and Audits

- a. The Municipalities may require that the successful Contractor to provide certain reports as described below to the Municipalities. Said reports will be generated in an electronic form to the Municipalities; however, all record keeping required by State law or regulation shall be maintained in the manner prescribed by law.
- b. The Contractor shall, upon request, provide to the Municipalities a monthly operating report. The report shall be sent to the Municipalities in an electronic format acceptable to the Municipalities. The report shall contain at least the following information:
 - i. Total number of ALS/BLS responses;

- ii. The average response time to ALS/BLS calls in the Municipalities;
 - iii. The number of response times over 10 minutes;
 - iv. The number of incidents for which an ALS/BLS Unit was not available;
 - v. The total number of calls where the patient was not transported, including the number where the patient refused transport;
 - vi. The total number of patient emergency transports;
 - vii. The total number of stand-by assignments, special events or other assistance to Municipalities;
 - viii. The number of incidents when a mutual aid ambulance was called into the Municipalities;
- c. Records maintained by the Contractor in carrying out the terms of any contract shall remain property of Contractor. Contractor will be required to comply with any privacy laws pertaining to medical records.

SECTION 4. ORGANIZATION, FORMAT AND REQUIRED SUBMITTALS FOR PROPOSAL

In order to provide the Municipalities with information that will enable us to evaluate qualifications from interested Proposers, please provide your responses as to the following items in the outlined order provided. Proposals should be concise and directly respond to the required information in this RFP. To facilitate the evaluation process, Proposals shall be limited in size.

- The Proposal Narrative shall adhere to the following specifications:
- Easily readable font, no smaller than 10 point;
- Line spacing no smaller than 1 ½ lines;
- Single sided page printing;
- Standard 8 ½” by 11” paper;
- Pages must be numbered sequentially; and
- Each section of the Proposal shall correspond to the below Section Identification (i.e., A. Letter of Transmittal, B. Proposer’s Profile, etc.)

A. Letter of Transmittal

This letter should include:

- a statement indicating your understanding of the service to be performed;
- an affirmation of the firm's qualifications for professionally and expertly conducting the service as understood;

- the Proposer's contact person concerning the proposal, a telephone number and email address where that person can be reached; and,

B. Proposer's Profile

This profile should be a description of your organization's history, legal structure, and experience in providing emergency and advanced life support ambulance service, including:

- Your business name;
- Your business operating address;
- Your business mailing address;
- Legal business status (i.e., partnership, corporation, etc.);
- Number of years in business under present business name;
- Other or prior business names;
- Whether bidder holds controlling interest or is controlled by other organization;
- Financial interest in related business;
- Board members of the organization;
- Number of staff (full-time, part-time, and volunteer), including training and certification levels;
- A list of vehicles, facilities and major equipment presently used, including ownership status and age thereof; and
- Statement of technological capacities and equipment presently employed.

C. List of Communities Currently or Previously Served, Including:

- Type and level of service provided including the population served;
- The contract period;
 - The name, address, and telephone number of the contact person;
- Remaining term of each contract;
- The Proposer must provide documentation of its demonstrated ability to meet response time requirements similar to those required in this RFP. Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create the reports may also be submitted. If the Proposing organization does not have mandated response times in its exclusive emergency ambulance service area, the Proposer must submit adequate documentation of plans, procedures, and deployment strategies to demonstrate the organization has the knowledge and expertise to comply with mandated response times.
- Circumstances under which any contracts were terminated, failure to complete and allegations of deficient service if applicable;
- Letters of reference, if possible, from any communities served and any awards received for service to such communities;

- Explanation of other community involvement, including employee and volunteer service in the community.

D. Cost for Services

Please provide any annual fees, stipends, costs, or other forms of compensation, if any, you will require of the Municipalities associated with providing EMS to the Municipalities including the breakdown of the components of such fees. Final cost of services may be determined per final negotiations.

E. Financial Strength and Stability

The Proposer must provide documentation of its financial strength and stability as a going concern. The Proposer must satisfy to the Municipalities that it can financially support the services covered in this RFP and be able to afford losses that may arise from inaccurate estimates of revenue, expenses, fines, and resource requirements necessary to comply with the performance standards identified in this RFP. Specifically, the Municipalities desire an understanding of the Proposer's financial stability, Liquidity (solvency), financial leverage (debt), asset efficiency (management or turnover), profitability, revenue recovery performance and other financial indicators.

The information requested in this Section will allow for the determination of the Proposers' current financial situation and allow an assessment of the Proposers' projected revenue and expenses in order to establish reasonableness.

1. Financial Statements

Provide year-end financial statements for the last three years and the most recent year-to-date financial statements. These should support the organization's financial ability to perform the services included in this RFP and the Proposal.

2. Audited Statements

Provide financial statements for the most recent fiscal year.

3. Financial Commitments

Provide a list of commitments, and potential commitments, which may impact assets, lines of credit, guarantor letters or otherwise affect the responder's ability to perform the Contract. Identify current lines of credit and available funds remaining. Document any potential events, litigation, contract failures, judgments, or other actions that may significantly impact the Proposer's financial situation.

F. Other Documentation

Please provide documentation of the following:

- Your organization's staff training requirements

- The circumstances of any bankruptcy filings or terminations of emergency ambulance service involving your organization within the past 5 years;
- The Nondiscrimination Certification attached to this RFP as Appendix A; and
- The Acknowledgment of Truthful Representations attached to this RFP as Appendix C.
- All litigation in the past five (5) years involving your organization or any principal officers. Identify Plaintiff, Defendant, and your firm's role in each proceeding as well as the outcome or current status of each proceeding;

SECTION 5. CONSTRAINTS ON THE SUCCESSFUL FIRM

A. Contractor's Responsibility

The Contractor will be required to enter a contract with the Municipalities. It shall be the Contractor's responsibility to perform under that Contract and provide continuous and smooth operations of service as specified in the proposal.

The Scope of Work is intended to cover the complete services that may be required. It shall be expressly understood, however, that failure to mention any work which would normally be required in order to provide the specified services shall not relieve the Contractor of its responsibility to perform such work.

B. Annulment of Contract

Should the Contractor fail to fully satisfy the Municipalities or to comply with orders of the Municipalities, or if the Contractor shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the Municipalities shall have the right to annul the Contract at the Municipalities convenience.

C. Personal Liability of Public Officials

In carrying out any of the provisions of the Contract or in exercising any power or authority granted therein, there shall be no personal liability upon the Municipalities or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the Municipalities.

D. Insurance

The Contractor shall agree to keep in force, at its own expense, the following insurances. Inclusion of appropriate certificates of insurance will satisfy this requirement.

Insurance Requirements

Comprehensive General Liability	\$1,000,000.00
Medical Malpractice	\$1,000,000.00
Motor Vehicle	\$1,000,000.00
Workers Compensation as required by statute to cover employees engaged in work under this Contract	

Upon award of contract, the Contractor shall provide copies of Certificates of Insurance with the City of DuBois and Sandy Township named as an "Additional Insured" to Liability Coverage for the duration

of the Contract.

E. Indemnity

Any contract entered into as a result of proposals submitted in response to this RFP shall include a clause whereby the Contractor agrees to hold harmless, defend at its own expense, and indemnify the Municipalities and the agents, officers, employees, and volunteers of the Municipalities from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees arising from acts or omissions of the Contractor and its agents, officers, employees, volunteers, contractors, and subcontractors. Such indemnification shall exclude; however, such liability, claims, losses, damages or expenses as arise from the sole negligence or willful acts of the Municipalities or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under the contract. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under the contract, providing that nothing shall require either party to disclose any documents, records or communications that are protected by any legally recognized privilege.

SECTION 6. COMPLIANCE WITH THIS RFP

All proposals submitted shall be in strict compliance with this RFP. Failure to comply with any provision in the RFP may result in disqualification or rejection of the proposal.

SECTION 7. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in this RFP must be reported immediately to the Municipalities, to both Shawn Arbaugh and Herm Suplizio via email at sarbaugh@sandytownship.net and herm.suplizio@duboisp.gov and a request made for modifications or clarification. All changes to RFPs will be made in writing (addendum) and all parties who have received the RFP will receive the addendum. Proposers are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.

SECTION 8. IMPLIED REQUIREMENTS

Any service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the Proposer, must be included in the proposal.

SECTION 9. PROPOSALS AND PRESENTATION COSTS

The Municipalities and its agencies are not liable in any way for any costs incurred by the Proposers in the preparation of their proposals in response to the RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

Submission of a Proposal to this RFP constitutes a complete waiver of any claims whatsoever against the Municipalities that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be made publicly available.

At any time following the opening of Proposals, the Municipalities may request a Proposer to provide additional information or documentation for clarification of its Proposal. Proposers may also be

requested to make a formal oral presentation to the proposal review panel and to respond in person to questions from the panel. Such requests must be fulfilled by the Proposer or its Proposal may be rejected.

SECTION 10. REJECTION OF PROPOSALS

The Municipalities, or its agencies, reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal. Unreasonable failure of a Proposer to promptly supply the Municipalities with information with respect to responsibility may be grounds for a determination of non-responsibility.

All RFPs are contingent upon budgetary constraints.

SECTION 11. EXCEPTIONS TO FORMAT

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered non-responsive and rejected. Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document; if there are no exceptions, proposer must expressly state that no exceptions are taken.

SECTION 12. VALIDITY OF PROPOSALS

All proposals shall be valid for ninety (90) days from the deadline for submitting proposals and become the property of the Municipalities. If negotiations result in modifications to the RFP, the ninety (90) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Respondent and the Municipalities.

SECTION 13. EVALUATION CRITERIA

All proposals will be evaluated on the factors below. The Municipalities reserve the right to add additional evaluation criteria as it deems appropriate.

A. Expertise and Experience

The technical expertise and experience of the firm will be evaluated using the following factors:

	Evaluation Categories	POINTS
1	Contractor’s Experience	20
2	Qualifications of Personnel	20
3	Financial/Sustainability	30
4	The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.	<u>20</u>
5	Vehicles/Equipment/Location	30
6	Costs/Fees	20
7	Interview	20
	TOTAL POINTS	160

1. Contractor's Experience

Proposals will be evaluated to determine whether they include documentation (including references, and service level/response time reports) of successful operations in the Municipalities and/or other municipalities, especially those of similar size and density. Background and overall experience will be considered.

2. Qualifications of Personnel

Through this project, the Municipalities will be attempting to secure timely and efficient services for its residents. Resumes/qualifications of Vendor personnel will be scrutinized to ensure this requirement is met. Proposals will be evaluated to determine whether the personnel team offered is adequately certified and trained. The Vendor's methods for ensuring quality control will be taken into consideration.

3. Financial/Sustainability

Proposals will be evaluated to ensure that the organization is financially stable and that the organization will be able to provide services in the future. The Municipalities are looking for a vendor that has sound finances and the ability to demonstrate their organization's long term sustainability.

4. The clarity and completeness of the proposal and the apparent general understanding of the work to be performed

The Municipalities are looking for a vendor that will provide high levels of service and, as appropriate, new approaches that will result in increased efficiency and the highest quality of service to residents of the Municipalities. The best proposals will demonstrate a thorough and accurate understanding of Municipalities' needs and careful thought as to the best way to provide critical services to the Municipalities residents.

5. Vehicles/Equipment/Location

Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Contractor. Ambulance replacement shall occur on a regular schedule and the Contractor shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System. Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service.

Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work.

The Municipalities expect that all Ambulances, equipment, and any locations of operations used in the performance of the Agreement will be maintained in an excellent manner. Any Ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must be immediately removed from service.

6. Interview

All Contractors submitting proposals MAY be invited to give an oral presentation explaining their proposal.

B. Proposal/Evaluation Schedule

The following is the tentative schedule that will be used in the evaluation process. Certain parts of the process may take more or less time than indicated.

- Send Out RFP July 26, 2022
- Deadline for Questions September 1, 2022
- Deadline for RFP September 26, 2022 at 10:00 a.m.

SECTION 14. NOTICE OF INTENT TO AWARD

The Municipalities will issue a “Notice of Intent to Award.” At the time of the issuance of the Notice of Intent to Award, non-winning proposers’ right to protest will become ripe, and the Municipalities’ staff will begin the process of placing the contract award on a future agenda of the DuBois City Council and Sandy Township Board of Supervisors. Although the Notice of Intent to Award may tentatively identify a Council and Board meeting date upon which the award recommendation will be considered, such date selection shall not be binding upon the Municipalities. If there are any delays in the procurement timeline, all Proposers will be notified by the Municipalities.

SECTION 15. CONTRACT

The successful Vendor will be required to enter a Contract with the Municipalities. The Municipalities reserve the right to negotiate the exact terms of an EMS services contract.

END

APPENDIX A

Request for Proposals for: EMERGENCY MEDICAL SERVICES PROPOSAL FOR CITY OF DUBOIS AND SANDY TOWNSHIP.

[THIS CERTIFICATION IS REQUIRED]

NONDISCRIMINATION

Nondiscrimination and equal opportunity are the policy of the Municipalities in all its decisions, programs, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions, Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955 (P.L. 744), as amended, 43 P.S. §§ 951 et. seq., by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

During the term of any contract that may be awarded pursuant to this RFP, the Vendor agrees as follows:

(a) Vendor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Vendor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Vendor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.

(b) Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants **will** receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

(c) Vendor shall send each labor union or workers' representative with whom it has collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this nondiscrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(d) It shall be no defense to a finding of noncompliance with this nondiscrimination certification that Vendor has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(e) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Vendor will be unable to meet its obligations under this nondiscrimination certification, Vendor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

(f) Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the nondiscrimination certification or with any such laws, any contract between Vendor and the Municipalities may be terminated or suspended, in whole or part, and Vendor may be declared temporarily ineligible for further **Municipalities**' contracts, and other sanctions may be imposed and remedies invoked.

(g) Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the **Municipalities**, for purposes of investigation to ascertain compliance with the provisions of this certification. If Vendor does not possess documents or records reflection the necessary information requested, it shall furnish such information on reporting forms supplied by the **Municipalities**.

(h) To the extent that its provision of services pursuant to this RFP involves the use of subcontractors, Vendor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

(i) To the extent that its provision of services pursuant to this RFP involves the use of subcontractors, Vendor shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(j) Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania, or where any contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(NAME OF VENDOR)

BY: _____

APPENDIX B

VENDOR CHECKLIST

The following is a checklist to assist vendors in verifying all required information is provided at the RFP opening. It remains the VENDOR'S responsibility to ensure all information is complete and attached, including information, which may not be listed on this checklist. Any information missing at the time of the proposal opening may result in rejection of the RFP proposal. No proposals will be accepted after the designated RFP opening time.

- RFP package labeled properly for identification.
- Letter of Transmittal
- Profile of the Firm
- List of Communities Currently or Previously Served
- All Other Documentation Required by Section 4, Parts A-E
- Proof of maintenance of the insurance required by Section 5, Part D
- Legal Proceedings
- Nondiscrimination Certification (Appendix A)
- Acknowledgement of Truthful Representations (Appendix C)
- One (1) original and ten (10) copies of the proposal package shall be submitted.
- One (1) electronic copy of the proposal package shall be submitted.

APPENDIX C ACKNOWLEDGEMENT OF TRUTHFUL REPRESENTATIONS

Please read and sign the statement below. (Unsigned proposals will be discarded and not be considered.)

The facts set forth in the submittal are true and complete, to the best of my knowledge. I understand that if contracted, false statements on this submittal shall be considered sufficient cause for termination of any agreements. I authorize any of my references to provide any information regarding previous work done related similar projects. I agree that the Municipalities and my references shall not be held liable in any respect if an agreement is not reached, is withdrawn, or the agreement is terminated because of false statements, omissions or answers made by me in this submittal.

Signature: _____

Printed Name: _____

Company: _____

Date: _____