

Request for Proposals (RFP)
for Ambulance Services
for the City of Elyria, Ohio



Issue Date: 11/14/2022
Submission Due Date: 12/13/2022

City of Elyria
131 Court Street
Elyria, Ohio 44035
Telephone (440) 326-1400

Table of Contents

Sections

1. Administrative Overview

Provides general information on the objectives of this Request for Proposals (RFP), procurement schedule and procurement overview.

2. Scope of Work and Services

Provides a description of the project and list of services and products requested that, while not comprehensive or complete in nature, will provide the City of Elyria, OH with proposals that can be easily compared.

3. Proposal Evaluation and Format

Describes how the proposal will be evaluated and the required content for the submission.

4. Submittal Instructions

Describes the submittal instructions and communications

5. Appendices

1. Definitions
2. EMS Service Area Map
3. Insurance Requirements
4. RFP Posting Information

6. Attachments

- A. Investigative Authorization Form
- B. Non-Collusive Bidding Certification

Section 1 – Administrative Overview

Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Elyria, Ohio (hereinafter referred to as the “City”). The purpose of this RFP to establish an exclusive contract for the provision of Ambulance Services, as defined in this RFP and to include, without limitation, Advanced Life Support (ALS)/Basic Life Support (BLS) response for 911 emergency calls primarily within the City of Elyria. If an award is made pursuant to this RFP, the entity receiving the award shall provide Ambulance Services pursuant to a final contract to be negotiated with the City.

RFP Timeline

RFP issued on 11/14/2022

Questions due by 11/28/2022

Question answers will be posted on 12/5/2022

Proposal Submission Due Date is 12/13/2022

Authority

Proposals submitted in response to this RFP must be submitted by persons authorized to commit the responding qualified Ambulance Service to a procurement contract or agreement. By submitting your written proposal, you represent and warrant that your submitted proposal does not contain information that will violate the rights of any third party.

Costs for Proposal Preparation

Any costs incurred in preparing or submitting a proposal shall be the respondent’s sole responsibility.

Disqualification of Proposals

The City reserves the right to consider, as acceptable, only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. The City further reserves the right to waive any non-compliance with the requirements set forth in this RFP, within in it sole discretion.

It shall be the respondent’s sole risk to assure delivery of the proposal to the City by the designated time. The City will not evaluate any proposals after the deadline specified in this RFP.

Upon determining that such actions would be in the best interest of the City, the City in its sole discretion reserves the right to reject or refuse to consider any or all of the submitted

proposals received in response to this RFP.

Proposals and Materials Submitted

All Ambulance Services who choose to participate in the selection process or respond to the RFP agree that the City owns all rights related to the materials submitted in response to this RFP. Such materials will not be returned to the respondents and may be used by the City and its designees as may be in its best interest in any manner and in any media whatsoever.

Final Contract

The issuance of the RFP, the submission of a response by any Ambulance Service, and the receipt of such response by the City does not obligate the City in any manner. The City shall not be responsible for work done, even in good faith, prior to execution of a final contract. Pending City Council authorization, the City will contract with successful Ambulance Service for 3 years, beginning on January 1, 2024. The final contract shall reflect that the terms of this RFP will be honored for the contract term with the understanding that during the annual review if the terms of the RFP are not being met, the contract may be terminated by the City in accordance with the termination provisions of the contract.

Inspection of Proposals

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. The City treats proposals as confidential until after the award is issued. At that time, they become subject to disclosure under the Freedom of Information Act. Information clearly marked as “Confidential” in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

Estimated Business Volumes and Payer Distributions

The City specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, payer mixes or frequency of special events coverage that may be required within the city. Recent statistics are provided mainly to illustrate the historical level of call volume and not as a guarantee of future business performance.

Immunity from Liability

Every person or entity who submits a response to this RFP is hereby notified and agrees that the City is immune from liability and suit for or from the Ambulance Service for activities involving the Ambulance Service and/or third parties.

Reservation of Rights

The City may (i) amend, modify, or withdraw this RFP, (ii) revise requirements of this RFP, (iii) require supplemental statements or information from any firm, (iv) accept or reject any or all response hereto, (v) extend the deadline for submission of proposals hereto, (vi) negotiate or hold discussions with any respondents and waive defects and allow corrections to deficient proposals that do not completely conform to the instructions contained herein, and (vii) cancel this RFP, in whole or in part, if the City deems it in its best interest to do so. The City may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for its expenses incurred in the preparation of the responses hereto or otherwise.

Existing Contracts & Agreements with Third Parties

All Ambulance Services that choose to respond to the RFP are required to disclose any and all third-party contracts or agreements with organizations located within the City of Elyria municipal boundaries that would continue.

Section 2 – Scope of Work and Services

Background and Service Area Summary

Located in Northeast Ohio, about 25 minutes west of Cleveland, the City of Elyria is 21 square miles and is home to over 52,000 residents. Founded in 1817, Elyria is nestled at the two forks of the Black River, just six miles from Lake Erie and 20 miles from Cleveland.

All 911 calls placed in the City of Elyria are answered by the Lorain County Emergency Services 911 dispatch center (“Lorain County 911 Center”). The center then in turn dispatches the appropriate agency while also providing Emergency Medical directions to the caller.

It is expected that any potential Ambulance Service will be knowledgeable of and familiar with EMS rules, regulation and laws as promulgated by the State of Ohio, Department of Health, Bureau of Emergency Medical Services prior to responding to this RFP.

Objectives

The City is seeking an Ambulance Service to provide Ambulance Services, which means a fully integrated, high performance Emergency Medical Service delivery system that provides dispatching services for emergency medical service calls; Ambulance response;

pre-hospital care including without limitation Advanced Life Support, Basic Life Support, and Paramedic care; transportation to medical facilities; and related services such as billing and collection.

Ambulance Services will be provided within the City of Elyria municipal boundaries and in accordance with the City's mutual aid agreements. The primary goal is to provide quality Ambulance Services to City of Elyria residents and visitors.

The City's EMS delivery system is to be built upon a "two-tiered" response that will use the Ambulance Service as the primary first responder, while the Elyria Fire Department will be the secondary first responder. The Ambulance Service will provide both Advanced Life Support (ALS), Basic Life Support (BLS), paramedic level, and all EMS transportation. The Lorain County 911 Center will provide Public Safety Answering Point (PSAP). The Ambulance Service will provide dispatching services for emergency medical service calls.

The City Fire Department will monitor service delivery and contractual compliance through a series of independent performance measurements. The successful Ambulance Service will base its delivery model on clearly defined outcome measures and not a level of effort criterion.

City of Elyria Fire Department Responsibilities/Role

The City of Elyria, in procuring an Ambulance Service, represents the interests of the local taxpayers, the general public as customers of EMS within the City boundaries and the health and welfare of the community at-large. In this performance based approach, it is the City of Elyria Fire Department's responsibility to:

- Monitor Ambulance Service compliance and enforce agreement terms;
- Provide secondary service to the Ambulance Service; and;
- Provide the Ambulance Service with the information that will allow completion of agreement requirements in a timely manner.

Ambulance Service Responsibilities

In all circumstances, all Ambulance Services shall be provided in keeping with all applicable Federal, State, and local laws and requirements.

A state of readiness shall be maintained for the purpose of responding to all emergency and non-emergency Ambulance Service requests originating in the City.

The Ambulance Service must include at least one paramedic per ambulance at all times, and must commit to securing and installing, at the Ambulance Services' expense, all required hardware and software compatible with the Location program utilized by Lorain County 911 dispatch services. In addition, the Ambulance Service must commit to securing and implementing the L3 Harris P25 phase 2 linear simulcast 2-way radio system

within the first year of the final contract.

In addition, the Ambulance Service must commit to maintaining at least one physical location within City limits, which shall not be located in any existing City fire station.

Performance Requirements

The Ambulance Service will meet or exceed executing 90 percent of all transports in the City of Elyria. This also includes sending an ambulance to all structure fires in the City.

The Ambulance Service will meet or exceed applicable response time standards set forth in NFPA Section 4.1.2.1.

Required Meetings

The Ambulance Service shall provide representatives to meet with City officials as may be requested, and in no case less than quarterly, for the purpose of reviewing system issues and Ambulance Service performance. The City agrees to give reasonable notice of such meetings. Furthermore, the Ambulance Service representatives shall attend all normally required meetings held by EMS organizations or regulatory agencies.

The Ambulance Service agrees to accompany City officials to meetings which may affect the provision of Ambulance Services if the City deems that it may need consultation from the Ambulance Service in order to make proper policy, operational or legal determinations regarding the delivery of Ambulance Services within the City or its immediate surrounds or in accordance with the City's mutual aid agreements.

Required Reports

The Ambulance Service shall provide the following reports to the City on a monthly, quarterly, or annual basis, as specified by the City:

- Response Time Compliance
- Total Responses
- Response time summary for all response by priority
- Call Volume within the City
- Breakdown of ALS, BLS, Inter-hospital transfers and Intercept Services
- Mutual Aid into or out of the City
- Quarterly and annual financial statements demonstrating the Ambulance Service's continued financial solvency.

Also, the Ambulance Service will institute and maintain an electronic patient care reporting system (E-PCR). As such, the contractor will be responsible for:

- Utilizing the City-designated E-PCR system, at the Ambulance Service expense. Currently, the City utilizes Sansio Health & EMS but may be moving to a different platform; the designated system will be identified in the final contract.
- Training all personnel in the use of the designated E-PCR system
- The purchase, care, and maintenance of the designated E-PCR system.
- Ensuring that the designated E-PCR system is compatible with regional and state reporting requirements and uploading of PCR's to the Regional Health Information Organization.

The City may ask for any other reports as it may deem necessary to ensure the operation stability of the vendor, and compliance with medical standards. Such reports shall not be withheld.

Staffing Requirements and Employment Practices

Sufficient staffing levels of qualified Ambulance Services shall be maintained to ensure response times and required paramedic levels are met. The Ambulance Service shall also provide for adequate supervision of personnel and operations at all times. Additional full and or part time staff shall be acquired as may be necessary to ensure the smooth operation of Ambulance Services at all times.

The Elyria Fire Department will continue to respond within the City and provide the same level of support to the Ambulance Service in keeping with current practices of sending one fire company to all EMS calls when available.

The Ambulance Service shall participate with the City in a PSA campaign to inform residents of the new service in the lead up to the beginning of service.

Vehicle Requirements

It is the Ambulance Service's responsibility to provide ambulances, capable of transporting patients, which meet local, state, and federal standards, regulations, and requirements.

The Ambulance Service must commit to maintain a minimum of four ambulances within City limits at all times. The City is currently evaluating the potential to apply for grant funding to secure its own ambulance; in such event that the City does so, the City would be available to provide a fifth ambulance for emergency, back-up transport services, prior to the calling of mutual aid.

Supplies Requirements

It is the Ambulance Service's responsibility to provide supplies in the ambulance in

accordance with local, state, and federal standards, regulations, and requirements.

Coverage and Availability Requirements

These specifications are for a performance agreement. The City neither accepts nor rejects the contractor's level of effort estimates. Rather, the City accepts the contractor's financially guaranteed commitment to employ whatever level of effort is necessary to achieve the clinical response times and other performance results required by the terms of the agreement as outlined in these specifications.

1. 24/7 Coverage: It is the intent of this proposal to ultimately enter into an agreement with the Ambulance Service that ensures the prescribed services will be available on a 24-hour a day basis, seven days a week, and 365 days per year.
2. Upon employee strike, the Ambulance Service will have in place trained and certified personnel to cover the area of the City of Elyria to the level it was provided prior to any strike by their employees.

Deployment Planning and Disaster Response

The Ambulance Service shall be actively involved in planning for and responding to any declared or undeclared disaster in the City. Disaster Coordination is to be facilitated through the City of Elyria Fire Department Office, the Chief Public Safety Officer's office, or designee.

Planning Documents: Within 60 days of the execution of the final contract, the Ambulance Service will report how they will comply with the City's Comprehensive Emergency Management Plan. This plan will be submitted to the Elyria Fire Chief and Safety Service Director for review and incorporation into the City's Emergency Management Plan.

Supervisory Training and Participation in Drills and Exercises: The Ambulance Service's supervisory personnel will be required to complete incident command training and hazardous material training. Ambulance Service personnel shall participate in City training, drills and exercises without additional charge to the City. The Ambulance Service may be considered for eligible grant funding when applicable, for the above described drills and exercises.

Ambulance Fees and Guidelines for Rate Increases

The Ambulance Service shall be entitled to charge patients for the services rendered according to the patient fee schedules included and proposed by the Ambulance Service as part of this procurement process, subject to negotiation with the City of a final contract. The rate schedule contained in the final contract shall be in effect for the initial 12 months of operations and shall not be increased during this timeframe. All emergency transport rates shall be based on the patient condition, or the services rendered.

The Ambulance Service shall provide as part of their proposal a comprehensive rate

schedule or all services, materials, medications, and other actions or items that may be billed to a patient in the course of their treatment and transport. The contents and description of the “Proposed Rate Schedule” shall include, but not be limited to the following:

1. Whether a “bundled or unbundled” rate structure is being proposed.
2. Single Base Rate Charge and what items are included and excluded from the base charge.
3. If “unbundled,” a complete schedule of charges for medical supplies, equipment, procedures or other services that may be charged to the patient.
4. Oxygen and/or Mileage charges
5. Emergency stand-by charge at special events

Disclosure of Fee schedule: It is the City’s desire to provide complete disclosure of all charges and fees associated with the delivery of ambulance services. As such, the Ambulance Service shall establish as part of this proposal its full and complete rate schedule for all services and charges.

Charges contained in the final contract shall be posted at the Ambulance Service’s business office, be made available as a handout to all patients and/or family members, and be posted on the Ambulance Service’s web page. The Ambulance Service may not deviate from or alter the established fee schedule without prior written authorization by the City.

Rate Increases: The Ambulance Service may request a rate increase after the initial 12 months of operations and base this request on market factors, collection rates, and inflationary impacts in the City of Elyria area. Requests for rate increases are to be made in writing to the City.

The City shall investigate the situation and make a determination. Any contract rate structure increase shall be in effect for a minimum of 12 months. In no instance may the Ambulance Service request more than one rate increase within any consecutive 12-month period.

Demonstration of Financial Depth and Stability

The Ambulance Service shall provide documentary evidence which clearly documents the financial history of the organization and demonstrates that the Ambulance Service has:

1. The financial capacity to handle the expansion (including implementation and start-up costs) necessitated by the award of the Agreement.
2. Included copies of its financial statements for the most recent two-year period. Audited financial records are preferable. If audited financial records are unavailable, the Ambulance Service must provide un-audited financial statements supported by federal tax returns.

3. Expertise in billing Medicare-Part B and other 3rd party payers of ambulance services (or contracts with a third-party agency with necessary expertise) and including information that demonstrates a clear and convincing capability to implement and manage a billing and collection system.
4. Detailed any and all pending or resolved insurance (separate listing for auto and professional liability) claims, investigation, and settlements including both status and resolution, during the five years prior to submission of the response to this RFP.
5. Detailed any and all pending or resolved litigation matters, including both status and resolution, during the five years prior to submission of the response to this RFP.

ALL TRADE SECRET INFORMATION PROVIDED AS PART OF THIS RFP OR PURSUANT TO THE FINAL CONTRACT, INCLUDING WITHOUT LIMITATION CONFIDENTIAL FINANCIAL INFORMATION, WILL BE SO DESIGNATED AND MAINTAINED IN A CONFIDENTIAL, NON-PUBLIC FILE, SUBJECT TO THE CITY'S RIGHTS AND OBLIGATIONS AS A PUBLIC ENTITY.

Mutual Aid Requirements

The Ambulance Service will participate in and are to subject to any Mutual Aid agreements as directed by the City of Elyria.

Billing System

The Ambulance Service shall conduct all billing and collection functions for the EMS system in a professional and courteous manner through generally acceptable industry standards.

The Ambulance Service must include in its response to this RFP a certification that it follows all state and federal laws applicable to billing and collection and that in no event shall the Ambulance Service engage in on-scene collection for any of its services.

Review and Inspection

At any time during normal business hours and as often as may be deemed reasonably necessary, City representatives may observe the contractor's office operations, and the Ambulance Service shall make available to the City for its examination any and all business records, including incident reports, patient records, and financial records of the Ambulance Service set forth in the final agreement. The City may audit, request a subsequent audit or a special audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, accounts receivable, inventory, personnel, and other records, daily logs, employment agreements, and other documentation for the City to fulfill

its oversight role.

Section 3 – Proposal Evaluation and Format

Proposal Evaluation Criteria

The evaluation shall be based on the numerical rating set forth below. Factors not specified in the Request for Proposal shall not be considered, although the below criteria may have subcomponents used in rating not identified in this document. The City will use a committee to evaluate the proposal(s). The evaluation committee may select an Ambulance Service from these submissions, or conduct a second tier in-person interview with selected Ambulance Service(s) from the initial offerings. In the event of a second stage, the selection committee will notify the selected Ambulance Service(s) of interview dates and times. This notification shall include the interview evaluation criteria. Following the evaluation committee's review of submitted written proposals and the interview process, if any, the evaluation committee will provide a recommendation to City staff. City staff are not obligated to agree with or follow the evaluation committee's recommendation. City staff will provide Elyria City Council with both the evaluation committee's recommendation and City staff's recommendation for review and consideration. Upon Council approval of a selected Ambulance Service, a contract for service will be negotiated and executed. Nothing in the City's procedure shall obligate the evaluation committee, City staff, or Council to recommend or approve of any Ambulance Service that submits a proposal pursuant to this RFP; the evaluation committee, City staff, or Council may reject all proposals received.

Proposal Content Organization

Respondents shall organize their submissions in such a way as to follow the general evaluation criteria listed below:

1. Authority to Verify Credentials and Proposal Submission

Include a completed, signed and notarized Investigative Authorization Form (Attachment A) for the Ambulance Service whose credentials are submitted for review of owners, officers, and key personnel. If the Ambulance Service is a publicly held corporation, only the company release form and personal release forms of managers and key personnel who would be involved in the fulfillment of the agreement or in the preparation of the proposal need to be submitted.

2. Table of Contents

3. Qualifications Criteria

4. Financial Capabilities/ Administrative and Report Practices (30 points)

- a) Provide all vital and accurate information relating to corporate information as registered with the State of Ohio. Such information shall include at a minimum, but not limited to:
- Name/ Type of Entity;
 - Authorization to conduct business in Ohio;
 - Names of Officers & Shareholders;
 - Corporate Address/ Mailing Address;
 - FEIN and Corporate Identification;
 - Contact person for company, and;
 - Name and title of person authorized to sign legal documents on behalf of company
- b) Provide a comprehensive rate schedule for all services, materials, medications and other actions or items that may be billed to a patient in the course of their treatment and transport.
- c) Provide a complete outline of the billing and collection policies and procedures in the proposal. Policies about acceptance of assignment and write-off should be specifically addressed. In addition, the following information is to be included in the proposal:
- Local Elyria Access: A designated local phone number for inquiries from patients and third-party payers will be provided by the Ambulance Service for patient use.
 - Third-Party Billing & Collection: A third-party service may be used to provide EMS billing and collection services. If one is being used, identify the service provider in the proposal.
 - Financial Audit: Provide a copy of the most recent audited financial statement prepared by an independent public accounting firm in accordance with generally accepted accounting principles. For new start-up proposals, provide an estimated balance sheet and profit/ loss statement projections.

d) The City reserves the right to require the Ambulance Service to show to the complete satisfaction of the City staff that it has the necessary facilities, abilities, and financial resources to provide the services specified. The City may require the Ambulance Service to provide a complete past history in order to satisfy the City in regard to Ambulance Service's qualifications. The City may make a reasonable investigation that it deems necessary and proper to determine the ability of Ambulance Service to perform the work, and the Ambulance Service shall furnish the City will all information that the City requests.

5. Approach to Emergency Medical Services Response (30 points)

Provide a copy of the Ambulance Service's proposed Policies and Procedures/ Ambulance Equipment List that includes, but is not limited to:

- a) Proposed Ambulance Service Mandatory Inventory List, and;
- b) Proposed organizational structure and staffing levels.

6. Clinical and Employment Practices (20 points)

7. Past Experience of Provider and Key Personnel References (20 points)

The City will, in part, base its award on the experience of the Ambulance Service and key staff personnel in administering, managing, and operating a 911 emergency ambulance program. Provide a description of the Ambulance Service's experience in the preceding five years providing administering, managing, and operating 911 emergency ambulance programs. Identify the Ambulance Service's key personnel and describe each key personnel's experience administering, managing, and operating 911 emergency ambulance programs. Provide an organizational chart depicting the Ambulance Service's corporate officers and key personnel. Provide a listing of three (3) references for the EMS Service Provider that can attest to the performance, quality and level of emergency services provided.

8. Attachments

Sign and include the following additional forms:

- Attachment A: Investigation Authorization
- Attachment B: Non-Collusive Bidding Certification

Section 4 - Submittal Instructions

Deadline for Written Questions Relating to the RFP

The deadline for written questions is 12:00 p.m. on 11/28/2022. Please send questions to Kevin Brubaker, Safety Service Director by email at kbrubaker@cityofelyria.org.

Submittal Instructions

Bidders shall submit their written proposals by 12/13/2022 at 2 p.m. sent to Kevin Brubaker at the Office of the Safety Service Director Elyria City Hall, 3rd Floor, 131 Court Street, Elyria Ohio, 44035. If sending the proposal by mail, the proposal must be stamped into the Clerk's Office by the due date and time or it will not be accepted.

After the deadline and upon request, a representative of the City will have available the names of those firms submitting proposals. No other public disclosure will be made until after the award of the contract. Any proposal received after this date and time shall be rejected. Incomplete information will be viewed as non-responsive.

Section 5 – Additional Information and Requirements

A. To assure that all modifications, notices, and addenda regarding this RFP are received, all interested firms are required to notify {name}, in writing (via email to {email address}) of their interest in providing Ambulance Services. Said modifications, notices, and addenda will be issued to those firms that have made their interest known. Firms that fail to confirm their interest risk not receiving important information regarding this RFP.

B. By submission of a proposal, the Ambulance Service acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful Ambulance Service will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. The Ambulance Service acknowledges that the City has no responsibility for any conclusions or interpretations made by the Ambulance Service on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and the Ambulance Service expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

C. The City will not be responsible for any costs, expense, or burden incurred by the

Ambulance Service in the preparation or submission of proposals.

D. Proposals submitted are not made publicly available until the contract has been awarded by the City. All proposals and supporting materials as well as correspondence relating to this RFP become property of the City when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

E. No organization, firm, or individual seeking award of a contract under this RFP may initiate or continue any verbal or written communications regarding the RFP with any City officer, elected official, employee, or other City representative. Violations will be reviewed by the City. If determined that such communication has compromised the competitive process, the offer submitted by the organization, firm, or individual may be disqualified from consideration for award.

F. The City reserves the right to reject any or all proposals, in whole or in part, to request clarifications, to negotiate changes in the scope of services, and to waive any technicalities as deemed in its best interest.

G. Proposals must be signed by a company official who has authorization to commit company resources *or* include a separate letter of support from the official with authorization to commit company resources.

The City of Elyria appreciates your time associated with providing a proposal.

Appendix 1

Definitions

Advanced Life Support (ALS) – Advanced services or skills provided by a Paramedic who is certified and credentialed by the appropriate authority that include the use of techniques including intravenous (IV) therapy, ECG monitoring, medications, advanced airway management and similar treatments approved by the State of Ohio

Ambulance – A vehicle that meets State of Ohio standards to provide medical transportation for sick and injured patients.

Basic Life Support (BLS) – Basic EMS skills that include CPR, defibrillation, bleeding control, splinting, and similar treatments as authorized by the State of Ohio Emergency Medical Services.

Billing System – The system used by the contractor to collect accounts receivable from the provision of EMS by the Ambulance Service. The Ambulance Service may subcontract this to a third-party agency provided that all sections of its contract with the City are met.

Default – A situation (s) that occurs where the Ambulance Service can no longer meet the performance requirements set within its contract with the City.

Electronic Patient Care Report (E-PCR) – A computer program that allows EMS and fire department providers to input call and patient data into a reporting system.

Emergency Medical Services (EMS) – The care and transportation of acutely ill or injured patients to an appropriate medical facility.

Ambulance Service- Any public, private or non-profit organization or business providing Emergency Medical Services to the Elyria community.

Ambulance Services – The scope of services for which this RFP is issued, which is a fully integrated, high performance Emergency Medical Service delivery system that provides dispatching services for emergency medical service calls; Ambulance response; pre-hospital care including without limitation Advanced Life Support, Basic Life Support, and Paramedic care; transportation to medical facilities; and related services such as billing and collection.

EMT – A person certified by the State of Ohio and credentialed by the agency medical director to provide basic life support services.

Medical Oversight – The process of providing on-line and off-line medical oversight of the EMS system.

Emergency Medical Dispatch System (EMDS) – An emergency medical dispatch system that provides protocols for triaging 911 requests for medical service and delivering protocol-driven pre- arrival patient care instructions.

Paramedic – A person certified by the State of Ohio and credentialed by the Agency Medical Director and Regional Medical Director to provide advanced life support services.

Primary Territory: A geographic area listed on an ambulance service certificate or certificate of registration in which the service may receive (pick up) patients.

Priority Dispatching: A structured method of prioritizing requests for ambulance and first responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands.

Protocol: A planned set of actions or course of treatment.

Request for Proposal (RFP): An invitation for proposals to provide services.

Response Time: The time elapsed from the moment the call is received until unit arrival on the scene.

Stand-by Service: Means having an ambulance fully equipped and staffed as required by State of Ohio EMS law to provide emergency services to a specific event or activity were EMS services could reasonably be anticipated. Being on a standby means that the ambulance is unavailable for anything other than the event or activity they are dedicated to and not available for response elsewhere.

Third Party Payer: Any organization, public or private, that pays or insures health or medical expenses on behalf of beneficiaries or recipients.

Appendix 2
Map of Service Area

Appendix 3

Insurance Requirements

City of Elyria
131 Court, Elyria, Ohio 44035
AMBULANCE AND EMS SERVICE
Insurance Requirements

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Ambulance/ EMS Service, herein referred to as the Provider, hereby agrees to effectuate the naming of the City of Elyria, herein referred to as the Municipality, as an additional insured on the Ambulance/ EMS Service Provider's applicable insurance policies. If a policy is written on a claims-made basis, the retroactive date must precede the date of the Provider's contract with the Municipality. All policies must include a requirement for 30 Day Prior Written Notice to The Municipality in the event of cancellation or non-renewal.
2. The Provider shall:
 - a. Purchase insurance policies from an A.M. Best rated "Secure" insurer, licensed to do business in Ohio. An Ohio admitted insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.
 - b. Provide a certificate of insurance that states that the Provider's coverage shall be primary and noncontributory coverage for the Municipality, its Council and Council members, employees, and volunteers.
 - c. Provide evidence of the Municipality's additional insured status by standard or other endorsements that extend coverage to the Municipality for both on-going and completed operations. The decision to accept an endorsement rests solely with the Municipality. A completed copy of the endorsements must be attached to the certificate of insurance.
 - d. At the Municipality's request, provide a copy of the declaration page of the liability policies with a list of endorsements and forms. If so requested, the consultant will provide a copy of the policy endorsements and forms.
 - e. At the Municipality's request, the entire contents of all policies applicable to the Providers services provided to the Municipality.
3. The Provider agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions. To the fullest extent permitted by law, the Provider agrees to defend, indemnify, and hold harmless The City of Elyria, its council members, officers, directors, agents, employees, and volunteers from and against any and all claims, suits, liens, judgments, damages, losses, and expenses, including reasonable legal fees and costs.

arising in whole or in part and in any manner, for acts, omissions, breach, or default of the Provider, in connection with performance of any work by the Provider, its officers, directors, agents, and employees.

4. Required Insurance:
 - a. Commercial General Liability Insurance
 - i. Bodily Injury & Property Damage:
 1. \$1,000,000 per occurrence/ \$2,000,000 aggregate
 - b. Automobile Liability
 - i. Bodily Injury & Property Damage
 1. \$1,000,000 combined single limit for owned, non-owned, leased, rented, hired, and borrowed motor vehicles
 - c. Personal Injury and Advertising Liability:
 1. \$1,000,000 per occurrence/\$2,000,000 aggregate Contractual Liability with no non-standard exclusions
 - d. Medical Malpractice Insurance
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Provider performed under the contract for the Municipality. If this coverage is provided in the General Liability Policy, proof of coverage must be indicated on the certificate of insurance.
 - e. Excess Insurance
\$2,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
5. Provider acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract. The Provider is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of services. The failure of the Municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Municipality.

Appendix 4

Posting Information

City of Elyria, Ohio
Request for Proposals Ambulance Services (EMS)
Issue Date: 12/14/2022

Proposals for Ambulance Services for the City of Elyria will be received at the Office of the Mayor, Elyria City Hall, 131 Court Street, Elyria, Ohio, until 2:00 p.m. on 12/13/2022. Each proposal must be prepared and submitted in accordance with the requirements outlined in the RFP.

The RFP may be obtained through the City of Elyria's website at www.cityofelyria.org.

The City reserves the right to reject any and all proposals, waive any informalities, or award the contract in the best interest of the City of Elyria.

ATTACHMENT A
Investigation Authorization - Company

The undersigned organization, a prospective Ambulance Service to provide emergency medical services, including advanced and basic life support and paramedic and ambulance transportation service for the City of Elyria, recognizes that public health and safety requires assurance of safe, reliable, cost-efficient ambulance service. That assurance will require inquiry into aspects of company operations deemed relevant by the City of Elyria, or its agents. The company specifically agrees that the City of Elyria or its agents may investigate the company, including but not limited to, the following matters:

1. The financial stability of the company and its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the City of Elyria's selection decision.
2. The company's current business practices, including without limitation employee compensation and benefits arrangements, pricing practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the company toward the company's services and general business practices, including patients or families of patients served by the company, physicians or other health care professionals knowledgeable of the company's past work, as well as other units of local government with which the company has dealt in the past.
4. Other business in which company owners and/ or other key personnel in the company currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the company in connection with such evaluation.

The company agrees to take all reasonable steps necessary to facilitate the City of Elyria's investigation.

This authorization shall expire one year from the date of signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE COMPANY:

Company Name

Date

By: Signature (authorized representative)

Name & Title Printed

ATTACHMENT B
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED, HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of Ohio, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

IF BIDDER(S) IS/ARE A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) IS/ARE A CORPORATION, COMPLETE THE FOLLOWING:

NAMES

LEGAL RESIDENCE

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Street Address: _____

City, Town, etc. _____

Telephone: _____ Title: _____

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation

By _____
(Name)

Title

Street Address

City and State

Legal name of person, firm or corporation

By _____
(Name)

Title

Street Address

City and State