

Request for Proposals (RFP) for Ambulance Services (ALS/BLS) for the City of Jamestown, New York



Issue Date: February 10, 2020
Submission Due Date: March 11, 2020 by 4:00 p.m.

**City of Jamestown
200 East 3rd Street
Jamestown, New York 14701
Telephone (716) 483-7600
Zach Altschuler – Executive Assistant to the Mayor**

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 Jamestown, NY with proposals that can be easily compared.

3 Evaluation Criteria and Contents

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

4 Proposal Instructions

Describes the submittal instructions and communications

5 Appendices

- I Definitions**
- II EMS Service Area Map**
- III Insurance Requirements**
- IV RFP Posting Information**

6 Attachments

- A Investigative Authorization Form**
- B Fee Proposal Form**
- C Non-Collusive Bidding Certification**

Section 1 – Introduction

Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Jamestown, New York (hereinafter referred to as the “City”). The purpose of this RFP to establish an exclusive contract for the provision of Advanced Life Support (ALS)/Basic Life Support (BLS) ambulance response for 911 emergency calls within the City of Jamestown.

RFP Timeline

RFP issued on February 10, 2020

Questions due by February 18, 2020 4 p.m.

Question answers will be posted on February 25, 2020

Proposal Submission Due Date is March 11, 2020 at 4 p.m.

Review of Proposals from March 11, 2020 through March 27, 2020

City Council Award on March 30, 2020 7:30 p.m.

Authority

RFP's 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.

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. The terms of this RFP will be honored for 3 years with the understanding that during the annual review if the terms of the RFP are not being met, the contract may be terminated with 90 days' notice.

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.

Fee Structure

The Fee Structure shall be submitted on the Proposed EMS Services Rates Form.

The Ambulance Service will pay a minimum annual franchise fee of \$100,000. Each year the annual franchise fee, as agreed, will increase in the month of January based on the prior year CPI, or 2%, whichever is greater. Failure to pay the subsidy fee and COLA will require the Ambulance Service to pay interest at the maximum rate allowed by law. The City will also entertain other franchise fee proposals.

Furthermore, if the City is able to provide suitable and adequate space for the vendor in a City owned building and the vendor agrees to rent such space, such rent will be at the fair market value of commercial space for the duration of the contract. The vendor shall have sole discretion on the suitability of such space or offering. Such an offering is also subject to a negotiated lease agreement, specifying the obligations of each party.

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 who is a party to this agreement is hereby notified and agrees that the it is immune from liability and suit for or from the Ambulance Service activities involving third parties and arising from any contract resulting from this RFP.

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 corrects if 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 Jamestown municipal boundaries that would continue.

Section 2 – Scope of Work and Services

Background and Service Area Summary

The City of Jamestown is located in Western New York. It is approximately 9.1 square miles with a population of 29,215 (2018 Census estimate). It is located in Southern Chautauqua County which is 1500 square miles and with a population of 127,939 (2018 census estimate).

The City of Jamestown is situated between Lake Erie and Allegheny National Forest. This vibrant community serves as the center of a greater metropolitan area of more than 70,000 residents and a market area of nearly 175,000 people. Jamestown is the industrial, commercial, financial and boasts a rich local history.

All 911 calls placed in the City of Jamestown are answered by the Chautauqua County Emergency Services 911 dispatch center. The center then in turn dispatches the appropriate agency while also providing Emergency Medical directions to the caller.

In 2018/2019, in the City of Jamestown, the following number of transports were completed:

Type	2018	2019
ALS	<u>2023</u>	<u>2065</u>
BLS Priority	<u>1306</u>	<u>1483</u>
BLS Standard	<u>1667</u>	<u>1463</u>
Total	5131	5134

Of those transports the City of Jamestown Fire Department completed 532 transports in 2018 and 992 transports in 2019.

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 New York, Department of Health, Bureau of emergency Medical Services prior to responding to this RFP.

Objectives

The City is seeking an Ambulance Service to provide a fully integrated, high performance EMS delivery system that provides Ambulance Response, Pre-Hospital Care, Transportation to medical facilities, and Related Services such as Billing within the City of Jamestown municipal boundaries. The primary goal is to provide quality Ambulance Services to City of Jamestown residents and visitors.

The 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 Jamestown 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 Chautauqua 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 Jamestown Fire Department Responsibilities/Role

The City of Jamestown, 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 Jamestown 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 EMS 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.

Performance Requirements

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

The Ambulance Service will meet or exceed the following response time requirements:

Call Priority	Response Time	Reliability
ALS Priority	8 Minutes 59 Seconds	90%
BLS Priority	12 Minutes 59 Seconds	90%
BLS Standard	17 Minutes 59 Seconds	90%

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 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 emergency 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 emergency services and EMS within the City of its immediate surrounds.

Required Reports

The following reports shall be provided to the City on a monthly, quarterly, or annual basis, as specified:

- Response Time Compliance
- Total Responses
- Total patient refusals
- Distribution of responses by time of day and day of week
- Summary of patient complaints (situation found) and listing and disposition of all patient complaints
- Response time summary for all response by priority
- Call Volume within the City
- Breakdown of ALS, BLS, Inter-hospital transfers and Intercept Services
- Rate Schedule for all charges
- Copies of any MVA investigations involving an EMS vehicle
- Mutual Aid into or out of the City
- Financial statements regarding operations

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

- Assuring that the system is compatible with 911 center to allow for population of EMS reports
- Training all personnel in the use of the E-PCR system
- The purchase, care, and maintenance of the E-PCR system.
- Ensuring that the 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 EMS at all times.

The Jamestown Fire Department will continue to respond within the City and provide the same level of support to the EMS vendor in keeping with current practices of sending one fire company to all ALS 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.

Vendors must maintain a social media policy for their employees. That policy must be submitted with this proposal.

Vehicle Requirements

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

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.

The Ambulance Service shall, at no cost to the City, replace any medical equipment and supplies used by the City's own ambulance after making a transport.

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 time and other performance results required by the terms of the agreement as outline in these specifications.

- A. 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 available on a 24-hour a day basis, seven days a week, and 365 days per year.
- B. Upon employee strike, the Ambulance Service will have in place trained and certified personnel to cover the area of the City of Jamestown 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 Jamestown Fire Department Office, the Chief Public Safety Officer's office, or designee.

Planning Documents: Within 60 days of signing a service contract, the Ambulance Service will report as to how they will comply with the Comprehensive Emergency Plan. This plan will be submitted to the Jamestown Fire Chief and Chief Public Safety Officer for review and incorporation into the City's Emergency Management Plan.

- A. Supervisory Training and Participation in Drills and Exercises: The contractor's supervisory personnel will be required to complete incident command training and hazardous material training. Contractor involvement shall include participation in training, drills and exercise without additional charge to the City. The contractor 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. The proposed rate schedule 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:

- A. Whether a "bundled or unbundled" rate structure is being proposed.
- B. Single Base Rate Charge and what items are included and excluded from the base charge.
- C. If "unbundled," a complete schedule of charges for medical supplies, equipment, procedures or other services that may be charged to the patient.
- D. Oxygen and/or Mileage charges
- E. 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. These charges shall be posted at the contractor's business office, be made available as a handout to all patients and/or family members and be posted on the contractor's web page. The contractor 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 Jamestown 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 contractor request more than one rate increase within any consecutive 12-month period.

Demonstration of Financial Depth and Stability

Proposers shall provide documentary evidence which clearly documents the financial history of the organization and demonstrates that the proposer has:

- A. The financial capacity to handle the expansion (including implementation and start-up costs) necessitated by the award of the Agreement
- B. Included copies of its financial statements for the most recent two-year period. Audited financial records are preferable. If audited financial records are unavailable, proposer must provide un-audited financial statements supported by federal tax returns. In cases where the proposer is forming a new entity, the financial records of the parent company shall be available for review.
- C. Expertise in billing Medicare-Part B and other 3rd party payers of ambulance services (or contracts with a third-party agency with necessary expertise).
- D. Provided information which demonstrates a clear and convincing capability to implement and manage a billing and collection system. The proposer should include information about what steps, policies, procedures, training, equipment and management techniques would be utilized on award of the agreement.
- E. The ability to secure insurance coverages required under this procurement. Any existing self-insurance plan used for the purpose of qualification must substantially meet the requirements set forth in the RFP.
- F. Detailed any and all notification of pending insurance (separate listing for auto and professional liability) claims, investigation, and settlements including both status and resolution.

Mutual Aid Requirements

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

Billing system

The Ambulance Service shall conduct all billing and collection functions for the EMS system in a professional and courteous manner. The City's goal is for the Ambulance Service to collect the maximum amount available from patients and third-party payers, without unduly pressuring those who legitimately cannot pay. The Ambulance Service shall also provide billing for the transports that the City itself responds to as well.

The proposer must fully outline its billing and collection policies and procedures in its proposal. This should include samples of invoices, reminders, telephone collection methods, and handling accounts turned over to collection.

- Local access: A specified local phone number for inquiries from patients and third-party payers will be provided by the Ambulance Service for patient's use. Should the

- Ambulance Service elect to manage its account receivables from a location other than Jamestown, a local number still must be provided.
- Web Page Access: The Ambulance Service shall provide billing and payment information that is account specific in a web-based format. Patients shall have the opportunity to make inquiries, obtain account information, and make payments on a secure on-line web page.
 - On-Scene Collection Prohibited: For services provided within the Jamestown service area, the Ambulance Service shall not engage in on-scene collection for local services at scene, en route, or upon delivery of the patient at the receiving medical facility.
 - Third-Party Billing and Collection: The Ambulance Service may engage, at its sole expense, a third-party agent to provide EMS billing and collection services. The third-party service is required to comply with all rules imposed by the City on the Ambulance Service.
 - Audits and Inspections: The Ambulance Service shall provide the City with an annual audited financial statement prepared by an independent public accounting firm in accordance with generally accepted accounting principles consistently applied. Statements shall be available within 120 days of the close of each fiscal year. If the contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income shall be subject to the independent auditor's opinion.

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 pertaining to the 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 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 interview process, a recommendation will be made by the committee will bring the staff recommendation to the Jamestown City Council for review and consideration. Upon Council approval of a selected Ambulance Service, a contract for service will be negotiated and executed.

Proposal Content Organization

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

A. 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 and for 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.

B. Table of Contents

C. Qualifications Criteria

1. 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 New York, NY Department of Business and Professional Regulations and the federal government. Such information shall include at a minimum, but not limited to:
- Name/ Type of Entity;
 - Authorization to conduct business in New York;
 - 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 the 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 financial information is to be included in the proposal:
- Local Jamestown 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.

2. 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.

3. Clinical and Employment Practices (20 points)

Provide a completed Fee Proposal Form (Attachment B) based on the scope of services and deliverables outlined in this RFP.

4. 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 listing of three (3) references for the EMS Service Provider that can attest to the performance, quality and level of emergency services provided.

D. Attachments

Sign and include the following additional forms:

- Attachment A: Investigation Authorization
- Attachment B: Fee Proposal Form
- Attachment C: 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 February 18, 2020. Please send questions to Zach Altschuler by email at altschuler@cityofjamestownny.com.

Submittal Instructions

Bidders shall submit their written proposals by March 9, 2020 at 4 p.m. either sent to Zach Altschuler by email (PDF Format) or sent to the Office of the Mayor of the City of Jamestown, 4th Floor, 200 East Third Street, Jamestown, NY, 14701. 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.

Proposals submitted by mail shall be mailed or delivered to:

Office of the Mayor
ATTN: Zach Altschuler, Executive Assistant to the Mayor
Jamestown City Hall, 4th Floor
200 East Third Street
Jamestown, NY 14701

Proposals submitted by mail should be in a sealed envelope marked:

Firm Name, Address, and Phone Number
"Ambulance Service (EMS) and Non-Emergency Ambulance Service"
"RFP Due Date: 4:00 p.m. on March 9, 2020"

Proposals submitted by email in the email body shall include:

Firm Name, Address, Email Address, and Phone Number, "RFP Due Date: 4:00 p.m. on March 9, 2020"

Sent under Subject "Ambulance Service (EMS) and Non-Emergency Ambulance Service"

RFP Title: Ambulance Services (EMS)
Due Date: March 11, 2020 By 4:00 P.M.

The City of Jamestown appreciates your time associated with providing a proposal and looks forward to working with you in the near future.

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 New York and the Central New York Regional Emergency Medical Services Council.

Ambulance – A vehicle that meets State of New York and Monroe-Livingston Regional Emergency Medical Services Council 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 New York and the Central New York Regional Emergency Medical Services Council.

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

Default – A situation (s) that occurs where the contractor can no longer meet the performance requirement set within the contract.

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

Emergency Medical Services – 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 Jamestown community

EMT – A person certified by the State of New York 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 New York 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 request 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.

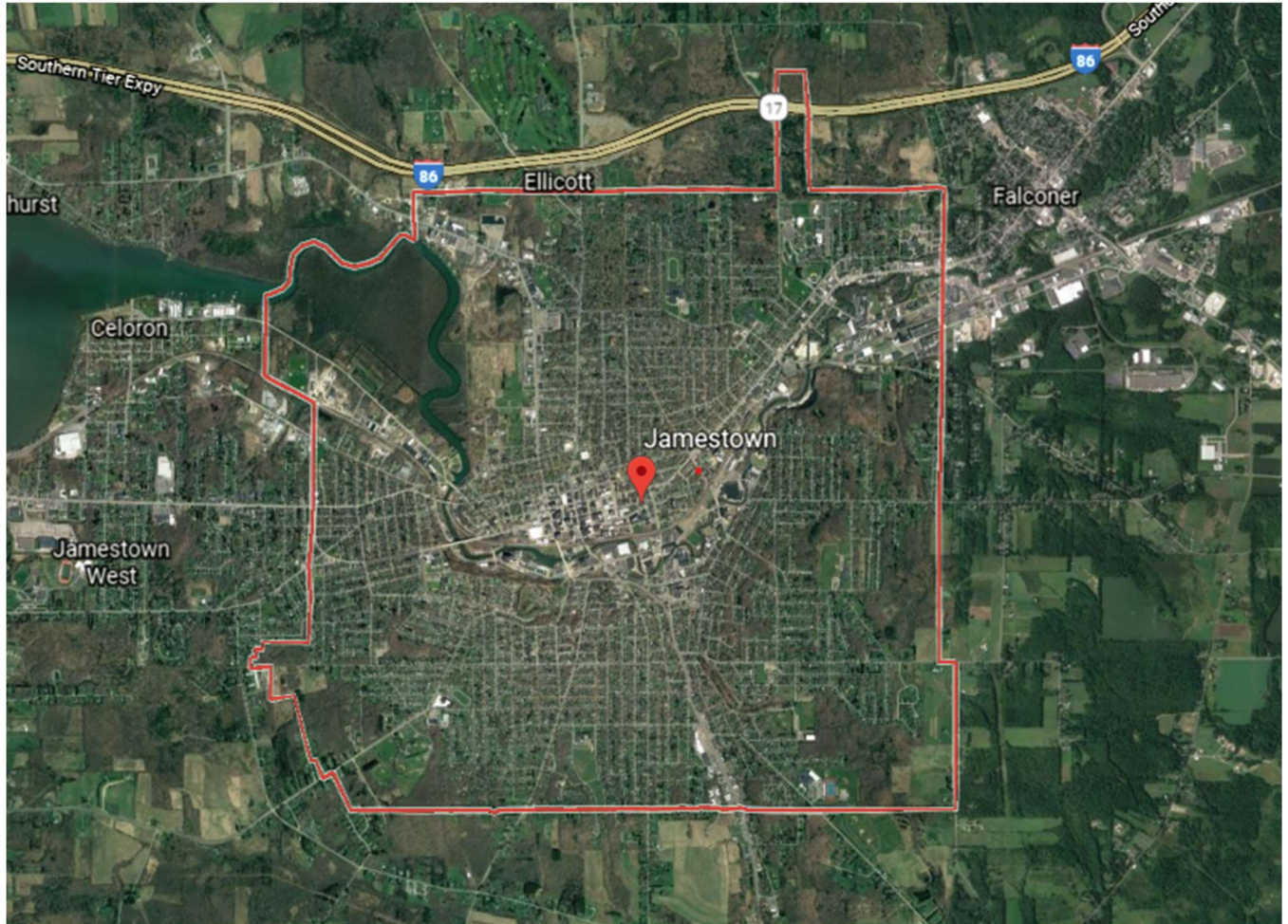
Stand-by Service: Means having an ambulance fully equipped and staffed as required by NYS EMS law to provide emergency services to an event or activity where EMS services could reasonably be anticipated.

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 Jamestown
200 E. Third Street, Jamestown, New York 14701
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 Jamestown, herein referred to as the Municipality, as an additional insured on the Ambulance/ EMS Service Provider's insurance policies, with the exception of Volunteer Fireman's Benefits, N.Y. State Disability and professional liability insurance. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
2. The policy naming the Municipality as an additional insured shall:
 - a. Purchase an insurance policy from an A.M. Best rated "Secure" insurer, licensed to do business in New York State. A New York State admitted insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.
 - b. The certificate of insurance must state that the Provider's coverage shall be primary and noncontributory coverage for the Municipality, its Board, employees and volunteers.
 - c. Additional insured status shall be provided 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, the Provider shall 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.
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 Jamestown, its officers, directors, agents and employees 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, hired and borrowed and non-owned motor vehicles
 - c. **Personal Injury and Advertising Liability:**
 1. \$1,000,000 per occurrence/\$2,000,000 aggregate

- ii. Contractual Liability with no non-standard exclusions
 - iii. State that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
 - iv. The Municipality shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - v. Waiver of Subrogation
 - vi. Policies must include a 30 Day Prior Written Notice to The City of Jamestown in the event of cancellation or non-renewal
 - d. **N.Y.S. Disability**
Statutory N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the DB120.1 form for NYS Disability Benefits. ACORD certificates are not acceptable.
 - e. **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 written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. If this coverage is provided in the General Liability proof of coverage must be indicated on the certificate of insurance.
 - f. **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 Info

City of Jamestown, New York
Request for Proposals
Ambulance Services (EMS)
Issue Date: January 10, 2020

Proposals for Ambulance Services for the City of Jamestown will be received at the Office of the Mayor, Jamestown City Hall, 200 East Third Street, Jamestown, New York, **until 4:00 p.m. on March 9, 2020**. 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 Jamestown's website at <http://www.jamestownny.net/>.

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 Jamestown.

Investigation Authorization- Company

The undersigned organization, a prospective proposer to provide emergency advanced life support ambulance service for the City of Jamestown, 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 Jamestown, or its agents. The company specifically agrees that the City of Jamestown or its agents may conduct an investigation into, but not limited to the following matters:

1. The financial stability of the company, including 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 Jamestown's selection decision.
2. The company's current business practices, including 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.

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

State of: _____

County of: _____

On this _____ day of _____ 2020 before me, the undersigned, a Notary Public in and for the said County and State, personally appears

To me known to be the person described herein and who executed the foregoing statement, and

RFP Title: Ambulance Services (EMS)
Due Date: March 11, 2020 By 4:00 P.M.

acknowledged that s/he executed the same as her/his free act and deed. Witness my hand and
Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Fee Proposal Form – Ambulance Rate Schedule

Charges are to be based on the rate schedule submitted in this proposal. If an item is included in the base rate, or if there is no charge for an item, indicate this on the form. Identify additional specific charges (i.e. charges to perform any of the identified skills) or routine charges (i.e. infection control charge) in the blanks provided. The total shall reflect all specific and routine charges that a patient would be billed.

Transport Type	\$
Advanced Life Support (ALS)-1	
Advanced Life Support (ALS)-2	
Basic Life Support (BLS)	
Advanced Life Support (ALS)- Special Care Transport (SCT)	
*Mileage (Per Loaded Mile)	
Treated Onsite and No Transport	

Proposed Franchise Fee (in \$)	Number of Installments

NON-COLLUSIVE BIDDING CERTIFICATION

Required by Section 139-D of the State Finance Law

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 New York, this __ day of _____, 20__ as the act and deed of said corporation of partnership.

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

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (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 Legal name of person, firm or corporation

By _____ By _____
(Name) (Name)

Title

Title

Street Address

Street Address

City and State

City and State