

**REQUEST FOR PROPOSALS FOR:
AMBULANCE SERVICES**

PURPOSE

Upper Makefield Township, Bucks County, Pennsylvania, (“Township”) is seeking proposals for emergency medical services (“EMS”) to serve the Township for the years 2020 through 2022.

SPECIFICATIONS

The successful proposal (“EMS Provider”) will supply EMS to Upper Makefield Township in the form of an advanced life support (“ALS”) ambulance twenty-four (24) hours a day, seven days a week, including all holidays.

The ALS ambulance shall be stationed in Upper Makefield Township. The Township will assist in making arrangements for the ambulance to be located at either at the Upper Makefield Fire Company at 1221 Taylorsville Road in Washington Crossing, Pa, or another location owned by the Township.

The ALS ambulance shall be attended by EMS personnel in accordance with state, county, and local statutes, ordinances, and regulations. The EMS Provider will transport patients pursuant to 911 and state protocol. The successful proposal must demonstrate, to the satisfaction of the Township that the EMS Provider has the resources to serve the Township without interruption in a manner that insures that the average response time shall be between 5 to 10 minutes.

All ambulance drivers must be licensed to drive in Pennsylvania, and all crew members shall be certified by the Pennsylvania Department of Health. All ambulance drivers and crew members shall undergo criminal background checks, child abuse clearances, and substance abuse testing.

The EMS Provider shall provide information, as part of the proposal to provide proof of their financial sustainability as well as the physical resources (i.e staff and vehicles) necessary to serve the Township while still meeting existing obligations.

The EMS Provider will provide monthly reports to the Township setting forth all calls and the disposition of the calls (including response time) except that information which is protected by federal and state confidentiality regulations.

The EMS Provider shall include in its proposal information on public education programs they will provide to Township residents.

The EMS Provider will be solely responsible for billing third party payors and/or patients for all services provided.

The EMA Provider shall include the annual compensation, if any, in the proposal.

CONTRACT

The EMS Provider will execute an agreement with the Township substantially in the form of the agreement attached to this Request for Proposals as Exhibit "A".

REVIEW OF PROPOSALS

Township shall review all proposals to determine which prospective EMS Provider is best able to provide EMS in an efficient and effective manner at a favorable cost to the Township. The Township may select an RFP other than the lowest cost provider. Proposals shall include information and qualifications regarding the EMS Provider and the medical facility with which the EMS Provider is associated and the nature of that association.

Written proposals, in accordance with the specifications and procedures provided herein, will be received at the following address: Upper Makefield Township, Attention: Township Manager, 1076 Eagle Road, Newtown, Pa. 18940. Proposals must be received by 10:00 am, on November 15, 2019. Eight (8) complete copies of each proposal and an electronic copy are to be submitted, and all costs incurred by the respondents in the preparation and submission of the RFP shall be the sole responsibility of the respondents. Upon submission, all proposals become the property of the Township and will not be returned, and following the award of an agreement, all applications and disclosure forms shall be public except for proprietary information or other information protected by law.

Any technical clarification of this RFP should be made in writing and submitted electronically to David R. Nyman, Township Manager, Upper Makefield Township, manager@uppermakefield.org

The Board of Supervisors will review all proposals at a public meeting. The Township reserves the right to reject any and all RFPs.

All RFPs will clearly indicate a contact person, office address and telephone number for the contact person.

EXHIBIT “A”

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS EMERGENCY MEDICAL SERVICES AGREEMENT entered into this ___ day of ____, 20__ (“Agreement”) is made by and between Upper Makefield Township (“Upper Makefield”), a municipality located in Bucks County, Pennsylvania and _____ (hereafter “Provider”).

Background

Upper Makefield has identified a need for around-the-clock emergency medical services (“EMS” or “Services”) to respond to medical emergencies in its community; and Provider has been selected to provide EMS to Upper Makefield.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties intending to be legally bound do hereby agree as follows:

1. OBLIGATIONS OF PROVIDER

- (a) PROVIDER shall provide Upper Makefield with Services through the provision of an advanced life support (“ALS”) ambulance twenty-four (24) hours a day, seven (7) days a week. PROVIDER shall provide Services to Upper Makefield either through an ALS ambulance owned and operated by PROVIDER. The persons providing Services under this Agreement will be referred to as the “EMS Personnel.”
- (b) At all times while this Agreement is in effect PROVIDER will provide an ALS ambulance which will be stationed within Upper Makefield with EMS Personnel in accordance with state law and regulation applicable to an ALS ambulance. All Services provided by PROVIDER under this Agreement will comply with applicable law, rules and regulations including those of Bucks County.
- (c) The PROVIDER ALS ambulance will transport patients pursuant to 911 and state protocol, including to the 911-receiving hospital of the patient’s geographically reasonable choice (i.e. St. Mary’s Medical Center, Capital Health Medical Center in Hopewell New Jersey, and Doylestown Hospital) unless state protocol dictates that a patient be taken to a specialty hospital (including, but not limited to, stroke and trauma patients).

- (d) PROVIDER will ensure that all ambulance drivers providing Services under this Agreement possess a valid Pennsylvania driver's license and have successfully completed an approved emergency vehicle operator's course. PROVIDER will ensure that crew members are certified by the Department of Health and continuously meet all applicable Department of Health requirements.
- (e) PROVIDER will ensure that all EMS Personnel have undergone criminal background checks, child abuse clearances and substance abuse testing.
- (f) PROVIDER will provide monthly reports to Upper Makefield detailing all calls for EMS under this Agreement and the disposition of such calls. Upper Makefield acknowledges that medical information of patients who receive Services under this Agreement (known as "protected health information") is confidential under state and federal law and will not be provided with the monthly reports.
- (g) PROVIDER will be solely responsible for billing third party payors and/or patients for all Services provided under this Agreement.
- (h) Subject to any applicable regulations and restrictions in any third party payor agreements to which PROVIDER is party, PROVIDER will offer an EMS subscription service to the residents of Upper Makefield.

2. OBLIGATIONS OF UPPER MAKEFIELD

- (a) Upper Makefield will make available, at its cost, 24 hours per day, seven days per week, fuel necessary for the ALS ambulance.
- (b) Upper Makefield will assist PROVIDER in securing space for PROVIDER's EMS station to be located in Upper Makefield. The parties agree that throughout the term of this Agreement the EMS Personnel and the ambulance will be stationed at the Upper Makefield Fire Company station at 1221 Taylorsville Road in Washington Crossing, PA. (the "Taylorsville Road location"). If the Taylorsville Road location is not available to PROVIDER, Upper Makefield agrees that the EMS Personnel and ambulance will be stationed at the Upper Makefield Township Administration Complex on Eagle Road in Newtown, Pa (the "Township Administration location"). If the EMS Personnel and ambulance are stationed at the Township Administration location, the EMS personnel will have access to the

Upper Makefield Township Police Department offices for crew rest, changing rooms and showers as needed.

- (c) The parties understand and agree that PROVIDER shall provide EMS Services in accordance with best practices with respect to response times and that such times are subject to (among other things) proximity, weather conditions and severity of patient condition as determined by the 911 call.

3. COMPENSATION

PROVIDER will, at its sole cost and expense, bill third-party payors and patients for the Services provided by the EMS Personnel and PROVIDER's collections from such billings will be PROVIDER's sole source of compensation for the Services.

4. INSURANCE

PROVIDER will, at its sole cost and expense, keep and maintain all insurances required by law throughout the Term of this Agreement, including general and professional liability insurance and workers compensation insurance. General and professional liability insurance will be in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the annual aggregate.

5. STATUS OF PARTIES

PROVIDER and Upper Makefield are independent contractors and in no way should any provision of this Agreement be construed or considered a partnership or joint venture between the parties, nor will any employee of any party of this Agreement, for any purposes, be considered an employee of the other party.

6. TERM & TERMINATION

- (a) This Agreement will be effective on February 1, 2020 ("Effective Date") and will remain in effect for a period of three (3) years.
- (b) Upper Makefield may terminate this Agreement upon thirty (30) days' written notice, for any of the following reasons:
 - (i) PROVIDER fails to provide the staffing as required in Section 1(b) of this Agreement more than two days in any thirty (30) day period; or

(ii) PROVIDER fails to maintain any of its other obligations under this Agreement and such failure continues for thirty (30) days.

7. NOTICES

All notices to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or sent by Registered or Certified Mail, Return Receipt Requested, or by delivery service which provides a written receipt evidencing delivery, to the address set forth below:

If to PROVIDER: _____

If to Upper Makefield: Upper Makefield Township Administration
1076 Eagle Road
Newtown, PA 18940
Attention: Township Manager

with a copy to the Township Solicitor:

8. NON-DISCRIMINATION

PROVIDER agrees to provide the Services without regard to race, color, creed, sex, age or national origin. PROVIDER will comply with federal, state and local laws regarding the hiring of employees and is an equal opportunity employer.

9. GENERAL PROVISIONS

- (a) Governing Law/Jurisdiction This Agreement has been made and is to be wholly performed in, and shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- (b) Integrated Agreement. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements or understandings between them concerning its subject matter. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized, unless incorporated herein by

amendment as provided herein. The parties specifically acknowledge that in entering into and executing this Agreement, they are relying solely upon the representations and agreements contained in this Agreement and on no others.

(c) Waivers and Amendments. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No amendment to this Agreement or any of its provisions shall be effective unless it is in writing and signed by duly authorized representatives of PROVIDER and Upper Makefield.

(c) Force Majeure. The obligations of each party shall be excused in the event of force majeure, including strikes, lock-outs, refusal of employees to work, weather-related problems, terrorist attack, mechanical failures or other events beyond the reasonable control of either party, and during the continuance thereof, either party may suspend performance hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

PROVIDER

By: _____

**UPPER MAKEFIELD TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Chair, Board of Supervisors