

**REQUEST FOR PROPOSAL**  
**911 AMBULANCE SERVICES**

This Request for Proposal (RFP) is issued by the County of Effingham, Illinois (hereinafter referred to as the "County"). The purpose of this RFP is to establish an exclusive contract for the provision of Advance Life Support (ALS) ambulance response for 911 emergency calls within the County of Effingham, Illinois. The Ambulance Service shall furnish all personnel necessary for the delivery and oversight of emergency ambulance service for the entire population of the County of Effingham. The Ambulance Service is also responsible for providing medical direction and clinical oversight for all aspects of ambulance service.

The County of Effingham is located in Central Illinois. It is approximately 486 square miles with a population of 34,008 (estimated 2019, Census Bureau). It is situated in the Southeast part of the State of Illinois, approximately 93 miles southeast of Springfield, Illinois; 106 miles northeast of St. Louis, MO and 146 miles southwest of Indianapolis, IN.

All 911 calls placed in the County of Effingham are answered by the County /City Emergency Services 911 dispatch centers. The centers then in turn dispatch the appropriate agency while also providing Emergency Medical directions to the caller. In 2019 and 2020 the County/City Dispatch Center received the following number of EMS calls:

2019 - 3,553

2020 - 3,472

The County specifically makes no representations or warranties regarding the number of requests for emergency 911 ambulance service, ambulance transport that may be required within the county.

**RFP TIMELINE**

RFP issued on July 13, 2021

Questions due by August 6, 2021

All questions should be submitted in writing to: Effingham County Board Office  
Ambulance Inquiry  
101 N. 4<sup>th</sup> St., Ste. 301  
Effingham, IL 62401

Or

[countyboard@co.effingham.il.us](mailto:countyboard@co.effingham.il.us)

Question answers will be posted on August 13, 2021 on the County website: [co.effingham.il.us](http://co.effingham.il.us)

Proposal Submission Due Date is September 14, 2021 @ 3:30 PM

Open Proposals on September 14, 2021 @ 3:30 PM in the Effingham County 3<sup>rd</sup> Floor Boardroom

Review of Proposals from September 14, 2021 through October 18, 2021

Award Contract on October 18, 2021 @ 4:00PM Effingham County Board Meeting

## **AUTHORITY**

RFPs must be submitted by persons authorized to commit the responding qualified Ambulance Service to a procurement contract or agreement. A proposal submitted in response to this RFP shall constitute a binding offer. A submission in response to the RFP acknowledges acceptance by the Ambulance Service of all terms and conditions as set forth herein. An Ambulance Service shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

Neither party to any resulting contract may assign or delegate any portion of the Agreement without the prior written consent of the other party.

## **PROPOSAL PREPARATION/DELIVERY**

One contract award is anticipated under this solicitation for services. It is the intent of the County to award the contract to the most advantageous Ambulance Service who provides the requested goods and/or services at the best value for the County. **The successful Ambulance Service will be granted a contract for exclusive market rights, as provided for emergency 911 ambulance service. There will be no exclusive rights awarded within the service area by the County for non-emergency transports, interfacility transfers and BLS transfers. Any awarded contract will be for emergency 911 calls placed to a Public Safety Answering Point (PSAP).**

Any costs incurred in preparing or submitting a proposal shall be the respondent's sole responsibility. This RFP does not commit the County to award or procure a contract for the requested services. Nor is it obligated to pay or reimburse costs incurred in the preparation of a proposal responding to this request. The County reserves the right to accept or reject any or all proposals received or to cancel in part, or in whole, the RFP process in its entirety if it is determined to be in the best interest of the County. This RFP shall not be construed to be a low-bid process; the contract, if awarded, will be negotiated with the Ambulance Service who can best meet the County's needs, as specified in this RFP.

Proposals shall be submitted no later than the specified deadline time and date. Ambulance Service shall respond to the written RFP in writing. An Ambulance Service's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified and returned to the Ambulance Service upon request. The County will not be held responsible for unmarked proposals, or proposals delivered to the wrong location. Ambulance Services mailing proposals should allow for sufficient mail delivery time to ensure timely receipt of the materials by the County. Proposals may not be delivered orally, by facsimile transmission (fax), email, or other telecommunication means. All proposals must be sealed and labeled on the outside of the sealed container/envelope to show the following: "Ambulance Services Proposal". Name of proposer, address of proposer and name and telephone number of the primary contact person must be provided on a letterhead inside the package. The proposal should include the Ambulance Service's background information, experience and 3 references. The proposal must be received by the County no later than 3:30 PM on September 14, 2021.

All proposals must be submitted to:      Effingham County Board Office  
Attn: Ambulance Service Proposal  
101 N. 4<sup>th</sup> St., Ste. 301  
Effingham, IL 62401

Upon receipt by the County, all proposals will be marked with the time and date of receipt. All proposals received prior to the deadline shall be kept unopened in a secure place. Opening of the Proposals will occur on September 14, 2021.

The County will use a committee to evaluate the proposal(s). The committee may select an Ambulance Service from the submissions, or conduct an in-person interview with selected Ambulance Service(s) from the initial offerings. In the event of an in-person interview, the committee will notify the selected Ambulance Service(s) of interview dates and times. Following the interview process, a recommendation will be made by the committee to the Effingham County Board for review and consideration. The County Board reserves the right to investigate, request clarification of, and verify any and all proposals, to waive any and all irregularities, and/or to reject any and all proposals as the Board deems necessary and/or in the best interest of the County. Furnishing false or misleading information during the proposal process may constitute a breach of contract and/or reason for rejection. Each proposal will be reviewed to determine if the Ambulance Service can meet the County's requirements as set forth in this RFP. The Ambulance Service must demonstrate that each requirement is met. The committee will present the recommended proposal to the County Board Members who shall have the final authority in approving a contract agreement with the proposed vendor. Upon County Board approval of a selected Ambulance Service, a contract for service will be negotiated and executed.

Each proposal shall be valid for a period of one hundred and eighty (180) days after the RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The one hundred and eighty (180) days may be extended by mutual agreement of the parties.

All Ambulance Services who choose to participate in the selection process or respond to the RFP agree that the County 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 County and its designees as may be in its best interest in any manner and in any media whatsoever. All submitted proposals shall be subject to any applicable open records statutes. All proposal information shall be held in confidence until a contract is formally executed and/or the RFP is cancelled. By submitting a proposal, the proposing firm acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

#### **DISQUALIFICATION OF PROPOSALS**

The County reserves the right, at its sole discretion, to reject any and all proposals for any reason, including, but not limited to, failure to adhere to the proposed requirements, or inaccuracy of any information supplied within a proposal. The County reserves the right to consider, as acceptable, only those proposals submitted in accordance with the 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 County by the designated time. The County will not evaluate any proposals after the deadline specified in the RFP. Upon determining that such actions would be in the best interest of the County, the County, 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. The County reserves the right to waive any RFP requirement(s) it deems in the best interest of the County, so long as that requirement is waived for all proposals. The County 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, and (vi) negotiate or hold discussions with any respondents and waive defects and allow corrections if deficient proposals that do not completely conform to the instructions contained herein. The County 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.

### **MINIMUM SERVICE REQUIREMENTS**

It is the intention of the County that the successful Ambulance Service would contractually agree to the minimum requirements as described below; it is likely that these requirements would subsequently be incorporated into a service contract. As part of the RFP submittal, the Ambulance Service will affirm their commitment to meeting (or exceeding) minimum requirement and describe any pertinent information relative to the minimum requirement:

1. Licensing: The Ambulance Service will adhere to all applicable federal, state and county regulations.
2. Staffing: The Ambulance Service will provide staffing and resources to ensure availability to respond to 911 emergency incidents within Effingham County at all times, including weekends, holidays, and overnight shifts. Personnel will be appropriately certified and licensed by the State of Illinois. The County expects and requires professional and courteous control and appearance at all time(s) for the Ambulance Service's ambulance personnel, supervisors, etc.
3. Advanced Life Support: The Ambulance Service is required to staff each ALS unit with a minimum of one paramedic and one EMT for all calls.
4. Vehicle Requirements: The Ambulance Service shall ensure the availability of ALS units for 911 emergency calls. It is the Ambulance Service's responsibility to provide ambulances capable of transporting patients which meets or exceeds Federal, State of Illinois, Illinois Department of Public Health (IDPH) and Region 6 guidelines, standards and requirements. The Ambulance Service shall also provide all medical and technical hardware and software needed to properly equip each ambulance. Vehicle maintenance shall be the responsibility of the Ambulance Service in accordance with the warranty maintenance specifications of the vehicle manufacturer. Any ambulance, support vehicle, and/or piece of equipment with a deficiency that compromises its function must be immediately removed from service. All maintenance costs shall be the responsibility of the Ambulance Service. Each ambulance unit shall be equipped with the required medical supplies, medications, etc. as required by the State of Illinois. It is the responsibility of the Ambulance Service to maintain sufficient quantities of goods and supplies to adequately stock and re-stock vehicles without interruption of services.
5. Communication Equipment: The Ambulance Service shall provide and maintain mobile, base, and portable radio communication equipment that is compatible with the County/City Dispatch Centers. The Ambulance Service shall provide both the County Dispatch Center and the City Dispatch Center with an Automated Vehicle Locating (AVL) system capable of displaying real time in the County/City Dispatch Centers, and the Ambulance Service shall be responsible for the cost and maintenance of both systems.

6. Coverage and Availability Requirements - 24/7 Coverage: It is the intent of this proposal to ultimately enter into an agreement that ensures the prescribed services will be available on a 24 hour a day basis, seven days a week, and 365 days per year. It is further understood by the Ambulance Service that there will be certain periods of time during the year that service demand will exceed the normal daily call volume. During these heightened periods of emergency 911 incidents the Ambulance Service will rapidly increase its staffing and available ambulances to an appropriate level to meet the new demand.
7. Response Time Requirements: Response times are a key element to providing the most appropriate clinical care to the County. The Ambulance Service shall place an ALS unit on scene within a specific time determined by the Response Time Measurement Methodology. The response time is measured from the time the call is received by the Ambulance Service until the first arriving, transport-capable unit or paramedic, first-response unit is on scene. Arrival at the incident location means the moment the first transport capable unit or paramedic first response unit is parked to allow the crew to exit to approach the patient. Response Time Measurement Methodology shall be calculated as follows: The response time will begin when the Ambulance Service is dispatched by County/City Dispatch Centers that it's services are required: Add 1 minute per mile to the incident location from 101 N. Fourth St., Effingham, Illinois, (the shortest route available at the time of call will be used to calculate mileage) + 10 minutes. Example: Mileage from 101 N. Fourth St., Effingham, Illinois, to the location of the incident is 10 miles. 1 minute per mile (10) = 10 minutes + 10 minutes = 20 minutes for the response time.
8. Penalties for Contract Violation: In order to provide quality EMS care and maintain a successful relationship between the County and the Ambulance Service, the County must strictly enforce all parts of the agreement. The County will cite the Ambulance Service for any violation and assess a penalty, either monetary, performance, abatement or a combination thereof. Each violation will be reviewed and may be penalized at the discretion of the Ambulance Oversight Committee and County Board. Penalties for each violation shall be as follows:
  - i. Failure to arrive with a transport capable unit within required response time = \$500.00
  - ii. Failure to arrive with a transport capable unit within required response time + 5 minutes = \$1000.00
  - iii. Failure to arrive with a transport capable unit within required response time + 10 minutes = \$2000.00
  - iv. Failure to arrive with a transport capable unit within required response time + 15 minutes = \$4000.00
  - v. Failure to arrive with a transport capable unit within required response time + 20 minutes = \$8000.00
  - vi. Failure to respond to a call or a patient is transported under any other means other than the Ambulance Service (e.g. if no one responds to a call, call gets lost, etc.): \$10,000.00
  - vii. Other violations not listed above: violation notice but no monetary penalty. Such violations may be used as a basis to decide whether to renew this Agreement.

9. Mutual Aid Requirements: The Ambulance Service will participate in and be subject to any mutual aid agreements as directed by IDPH. The Ambulance Service will supply a copy of any and all mutual aid agreements entered into by the Ambulance Service at least 30 days prior to the start of the Agreement. The Ambulance Service agrees to notify the County within 30 days of any revisions, additions or deletion of any Mutual Aid Agreements.
10. Reports: The Ambulance Service shall provide representatives to meet with the Ambulance Oversight Committee as may be requested, and in no case less than quarterly, for the purpose of reviewing issues and Ambulance Service performance. The Ambulance Service shall provide monthly written reports including, but not limited to, quality metrics, response time summary, summary of patient complaints (situation found), and listing and disposition of all patient complaints, call volume with the County, mutual aid into and out of the County and training and certification status for all ambulance personnel.
11. Protocols: The Ambulance Service will be providing care in Region 6. The Ambulance Service will be required to meet or exceed Region 6 protocol standards. The Ambulance Service will ensure that appropriate policies and protocols are in place to provide clinically appropriate care as required by Region 6 and IDPH and ensure equal access to emergency treatment and transport for all county citizens regardless of their ability to pay. The Ambulance Service will ensure transport to the closest appropriate medical facility, as determined by Physician or protocol, regardless of healthcare system affiliation. It is not a requirement to possess the appropriate policies and protocols at the time of proposal submittal, but if the Ambulance Service is awarded a Contract, the Ambulance Service agrees to execute and deliver to the County within 10 days after the Notice of Award, a satisfactory surety bond in the amount of \$50,000.00. The Ambulance Service must be compliant with the appropriate policies and protocols within 60 days of the Notice of Award at which time the surety bond will be delivered back to the Ambulance Service.
12. Standard of Care Ordinance: The Ambulance Service will be required to adhere to the Effingham County Standard of Care Ordinance, current and as amended, during the term of the contract and any extensions thereof.
13. Contract Term: The initial term of the Contract to be executed by the Ambulance Service shall be for a period of 3 years beginning May 1, 2022. The County may offer, at its sole option and based in part upon the Ambulance Service's performance, two (2) twelve (12) month renewals. The offer of extension shall be for one 12-month extension after the completion of the initial 3-year contract period and thence a second 12-month extension at the completion of the first 12-month extension period. Each extension will be considered independent of the other and will be offered at the sole option of the County. If the County determines that an extension of the contract is warranted, such offer shall be made at least 6 months prior to the scheduled end of the term of the Agreement or previous granted extension. After the County's notification to the Ambulance Service of its intent to extend, the Ambulance Service shall decide within 30 days if it intends to accept the invitation to extend the Contract.
14. Termination. Each party may terminate the Contract at any time, without cause, and at its sole discretion upon one hundred and fifty (150) days written notice to the other party. The County may terminate the Contract in the event that the Ambulance Service breaches the Contract or fails to operate its ambulance services within the guidelines of Region 6, IDPH or the Effingham County Standard of Care Ordinance. The County shall provide written notice to the Ambulance Service of the alleged breach and the Ambulance Service thereafter shall

have thirty (30) days to correct the breach and satisfy the County that the Ambulance Service is capable and willing to comply with the terms of the Contract and satisfy the appropriate standard of care associated with providing emergency, ground ambulance services to the community.

15. Billing and Collections: The Ambulance Service will be solely responsible for patient billing and collection services. The Ambulance Service shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.
16. 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 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. The contents and description of the "Proposed Rate Schedule" shall include, but not be limited to the following:
  - Single, base rate charge and what items are included and excluded from the base charge.
  - Mileage charge.
  - Any additional services that may be charged to the patient.
  - Emergency, standby charge at special events

It is the County'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.

The Ambulance Service will provide notice to the Ambulance Oversight Committee of any rate increase after the initial 12 months of operations and base such increase on market factors, collection rates, and inflationary impacts in the County of Effingham. Rate increases are to be made in writing to the Ambulance Oversight Committee.

17. Complaints: The Ambulance Service shall log all inquiries and service complaints including complaints involving billing and collection issues. The Ambulance Service shall provide prompt response and follow-up to such inquiries and complaints.
18. Non-Discrimination: The Ambulance Service will make ambulance services available without regard to race, color, creed, religion, national origin, gender, age, disability, public assistance status, sexual orientation, except as may be necessary as a genuine requirement of a specific service. The Ambulance will comply with employment practices whereby no applicant for employment or employee hired shall be discriminated against with respect to that person's hire, tenure, compensation, terms, upgrading conditions, facilities, or privileges of employment by reason of race, color, creed, religion, national origin, age, gender, disability, public assistance status, or sexual orientation, except as may be based upon genuine occupational qualifications.
19. Insurance: The successful ambulance service will be required to provide a certificate of insurance or other proof of insurance naming the County of Effingham as "additional insured". Coverage must include commercial general liability coverage with minimum limits of \$5,000,000, worker's compensation coverage with limits in accordance with Illinois requirements and comprehensive automobile liability with minimum limits for bodily injury

and property damage coverage of at least \$1,000,000 plus an additional amount adequate to pay related attorneys' fees and defense cost for each of Ambulance Service's owned, hired or non-owned vehicles assigned to or used in performance of this agreement.

20. Experience: Ambulance Service shall provide references that demonstrate their experience and quality of service as a 911 provider in similar or larger populated areas.
21. Indemnification: The Ambulance Service (as indemnitor) will be required to indemnify, save, and hold the County, its officers, and employees, agents, successors and assigns harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expense, order, action, loss, damage, cost charge, interest, fine penalty, liability, reasonable attorney and expert fee and related obligations (collectively, the "claims") arising from or related to acts and omissions of the Ambulance Service in its performance under the Agreement, whether direct or indirect including, but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damage to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interests levied, and other charges levied by other federal, state and local government agencies on the County by reasons on the Ambulance Service's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is limited; provided, however, that the indemnity is not intended to cover claims against the County arising solely of the County's own negligence or intentional misconduct. For purposes of this section, the term "County" shall include the County of Effingham, its board members and employees, and its agents and assigns.