



**REQUEST FOR PROPOSAL**

**AIR MEDICAL SERVICES**

**RFP NO. 01 - 23/24**

**RFP DUE DATE: TUESDAY, JULY 11, 2023 2:00 pm**

**Request for Proposal (RFP)**

Chesterfield County is seeking proposals from qualified emergency air medical services to provide services for the county.

Proposals will be received at the Office of the County Administrator, 178 Mill Street, Chesterfield, SC, 29709, until 2:00 pm local time, as indicated by personal timepiece of the County Administrator, on Tuesday, July 11, 2023.

The sealed proposals will then be opened on Tuesday, July 11, 2023. Please make sure to include your email address in your proposal packet.

**Proposals must be clearly marked, “RFP No. 01-23/24– Air Medic Services” Attn: Michelle Stanley, Finance Director.** Each respondent to the RFP shall submit one (1) original of its proposal. Any respondents mailing a proposal should allow sufficient delivery time to ensure timely receipt of its proposal. The responsibility for delivery of the RFP to Chesterfield County on or before the specified time and date is solely and strictly the responsibility of the respondent. Any RFP received after the submission deadline will not be **accepted/considered**. RFP submitted electronically or via facsimile **WILL NOT** be accepted. Chesterfield County will in no way be responsible for delays in receiving any bid caused by any occurrence whatsoever.

Chesterfield County, under Title VI of Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

Each respondent, by submission of a proposal, agrees to each and every term and condition set forth within this RFP and associated proposal documents, including any addendum that may be issued, and to be bound thereby.

All proposals must be valid for **sixty (60) days** after the proposal deadline of September 11, 2023. Chesterfield County will retain proposals and supporting documents for a period of sixty (60) days from the date the proposals are opened. For good and sufficient reason, Chesterfield County may extend the date and/or time of the proposal deadline.

This RFP does not commit Chesterfield County to award a contract; to pay any cost incurred in the preparation of a proposal; or to procure or contract for the goods or services. Chesterfield County reserves the right to accept or reject any or all proposals received as a result of this RFP; to negotiate with any or all qualified respondents; or to cancel in part or in its entirety the RFP, if it is in the best interest of the County to do so.

**END OF SECTION**

Chesterfield County is seeking to contract with a qualified emergency air medical service to provide services countywide.

The following factors (listed in relative importance from most to least) shall be used in evaluating the proposals:

1. Response time
2. Experience
3. Quality of staff and training
4. Quality of equipment and fleet
5. Patient cost and customer service

Each of these factors should be addressed in the response to the RFP

Attached is sample agreement for emergency air medical services.

**END OF SECTION**

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# **SAMPLE**

## **ONE CALL AGREEMENT FOR EMERGENCY AIR MEDICAL SERVICES**

This One Call Agreement for Emergency Air Medical Services (this “Agreement”) is made and entered into effective \_\_\_\_ (the effective date) between ABC Corp and ABC County, with its Emergency/Risk Management Department located at 123 State Road.

Whereas, The County may require coordinated and centralized communication services to obtain air ambulance services for scene-based emergencies; and ABC Corp shall serve as the one call partner for the County, providing communications center services for all scene-based emergency air ambulance service requests within the County, pursuant to the procedure described below, which has been developed and approved by the County (the “Procedure”).

Now, therefore, in consideration of the foregoing and the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** This agreement shall remain in effect until terminated by written notice.
2. **Procedure.**
  - a. If County requires scene-based emergency air ambulance services, County shall use the County Emergency Communications Center, or equivalent, to contact ABC Corp and identify such request as a One Call request for Chesterfield County, SC. ABC Corp shall obtain the location of the scene, landing zone or nearest town center (collectively, the “scene”) from the County.
  - b. Using dispatch software, ABC Corp shall use its reasonable efforts under the specific circumstances to implement the following response matrix to locate an available aircraft:
    - i. ABC Corp shall identify the closest most appropriate aircraft to the Scene, with preference to XYZ aircraft if such aircraft is not more than five (5) minutes or approximately ten (10) nautical miles further than any other aircraft, and shall contact the appropriate dispatch center to request such aircraft provide the necessary emergency air medical transport services.
    - ii. If the closest most appropriate aircraft is not available or unable to respond, ABC Corp shall identify the next closest appropriate aircraft to the scene, with preference to XYZ aircraft as described above, and shall contact the appropriate dispatch center, and specifically request the services of such aircraft.

- iii. If the first-identified alternate aircraft is not available, ABC Corp shall continue to follow the procedure of Section 2(b)(ii) in an effort to locate an available aircraft. If an available aircraft is identified, ABC Corp shall provide that aircraft and/or appropriate dispatch center with all necessary information obtained by ABC Corp.
  - iv. If any aircraft declines the flight request for weather-related reasons, ABC Corp shall use reasonable efforts under the circumstances to identify an alternate aircraft that is able to respond. ABC Corp may advise such aircraft and/or appropriate dispatch center of any previous weather declinations, including (1) which base(s) declined, and (2) any weather phenomenon cited in the previous declination(s).
  - v. In the event ABC Corp is unable to locate an aircraft in close enough proximity to the Scene to reasonably provide air ambulance transport services under the circumstances, ABC Corp shall promptly notify the County of such aircraft unavailability.
- c. This Procedure applies only to **scene flights** requested by the County.
- d. This procedure was developed by County to County confirms that this Procedure is in accordance with all applicable laws, regulations, rules and protocols.
3. **Promotion of Agreement** County hereby agrees to educate and require all personnel with the authority to request air medical transport services to comply with this Agreement.
4. **Relationship.** The relationship of the parties is that of independent contractors. Nothing in this agreement creates any kind of partnership, joint venture, or agency relationship. Neither party nor its employees, agents or subcontractors, if any, shall in any way be deemed to be employees, agents or subcontractors of the other party. Each party shall be solely responsible for the method and manner in which it and its respective employees carry out its duties under this agreement, and neither party shall exercise any control or direction over the methods by which the other party and its respective employees perform their respective functions here under, except as many otherwise be provided in this agreement.
5. **Indemnification.** To the extent permitted by applicable law, ABC Corp and its affiliates, its and their respective directors, managers, officers, employees, agents, representatives, successors, assigns and sub-contractors agrees to indemnify and hold harmless County from and against claims, demands, actions, settlements and judgements, including reasonable attorney's fees and litigation expenses (collectively, "Claims"), based upon or rising out of the activities described in this agreement, except for any claim resulting from the willful or negligent acts of County, its agents or employees.
6. **Force Majeure.** Neither party shall be liable to the other for failure to perform its respective obligations under this agreement if such failure results from causes

beyond the non-performing party's reasonable control and occurs despite the non-performing party's best efforts to avert such failure.

7. **No Referral Contingency.** The parties agree the benefits to each do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party in any facility, controlled, managed, or operated by any party. Each party expressly acknowledges and agrees that it has been and continues to be its intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not the purpose nor is it a requirement of this agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid or other payor. No payment made or received under this agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare, Medicaid or other payor. No party shall make or receive any payment that would be prohibited under state or federal law.
  
8. **Governing Law/Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regards to conflict of laws principles thereof. Venue shall be in the Court of Common Pleas for Chesterfield County.
  
9. **Notice.** Any notices given hereunder shall be deemed effectively given when personally delivered, when actually received by guaranteed overnight delivery service, or five (5) business days after being deposited in the United States mail, with postage prepaid thereon, sent certified or registered mail, return receipt requested, and in all such cases addressed as set forth above with attention to President, ABC Corp. (with a copy to Legal Department), and with attention to Director of Emergency Medical Services for County.
  
10. **Modification.** In the event that any provision of this agreement is determined unlawful or invalid under, or inconsistent with state or federal law, the parties agree to negotiate in good faith to reform this agreement to eliminate the illegality, invalidity, or infeasibility, and to comply with such law.
  
11. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the County and ABC Corp. There are no additional promises or terms other than as contained herein. This Agreement may not be modified except in writing signed by the parties or their authorized representatives.

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**END OF SECTION**

The above agreement is not limited to the services listed. The County is open to consider additional or alternative services a respondent may offer. The County is seeking the most advantageous air medical services for the citizens of Chesterfield County based on an evaluation of the factors listed herein. Therefore, the County is seeking a proposal from the respondent listing what they have to offer the County, options that the respondent is informed and believes would best suit the County, and any recommendations for the County.

**END OF SECTION**