

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>OT904016</u>	OPENING DATE (1:00 p.m.) <u>November 13, 2015</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. DRC013	BID NOTICE DATE October 21, 2015	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
<b>PARTICIPATING AGENCY(IES):</b> DEPARTMENT OF REHABILITATION AND CORRECTIONS (DRC), 770 W. BROAD ST., COLUMBUS, OHIO 43222. THIS ADD-ON INVITATION TO BID (ITB) IS FOR THE FOLLOWING DRC FACILITIES ONLY: FRANKLIN MEDICAL CENTER			
<b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</b> <b>EMERGENCY MEDICAL AMBULANCE SERVICES-MOBILE INTENSIVE CARE UNIT (MoICU)</b>			
<b>TERM OF CONTRACT:</b> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>01/01/16</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/17</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency.			
<b>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</b> , Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
<b>INQUIRIES:</b> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <a href="http://procure.ohio.gov/">http://procure.ohio.gov/</a> . Locate the "Quick Links" menu on the right, select "Bid Opportunities Search" in Step 1 enter the Bid Number; Step 2, click "Search"; Step 3 click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.			
		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.



SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT900712 effective 07/01/15.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

LICENSE: The bidder shall submit as part of their bid a copy of State of Ohio Pharmacy License and Medical Directors (Name and License Number). A copy of the bidder's Ohio Medical Transportation Board (OMTB) License must be supplied, if applicable. If not provided with the bid response, the bidder will be required to provide the documents within seven (7) day from notification by the Office of procurement Services. Failure to provide the copies within seven (7) days will result in the bidder being deemed as not-responsive.

INSURANCE: The Contractor shall provide the following insurance coverage at its own expense throughout the term of this Contract:

1. General Liability Insurance: Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an additional insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

\$2,000,000 General Aggregate  
\$1,000,000 per Occurrence Limit

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

2. Ambulance Services Professional Liability Insurance: Professional Liability Insurance covering all staff with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor shall provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.
3. Vehicle Liability Insurance: Vehicle liability insurance with a combined single limit of \$1,000,000.

Certificates for Worker's Compensation and proof of insurance must be provided. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D.

REFERENCES REQUIRED: Each bidder is to submit with the bid a listing of three (3) references with whom you have conducted business in the previous three (3) years or are currently providing ambulance services. Name, address and telephone number of each reference must be included.

MOICU EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will multiply the institution's estimated annual usage of a one-way trip by its corresponding unit price. These figures will be added together for a total institution price. The Contract will be awarded to the lowest responsive and responsible bidder meeting all bid specifications and requirements as listed herein. Failure to bid all items for an institution may deem your bid not-responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by institution.

CONTRACT RENEWAL: The Contract may be renewed for one (1) month at the State's option.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

USAGE REPORTS: Every six (6) months the Contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Rd., Columbus, OH 43228-1395, Attn: Kellie Johnson.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D.

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions: Paragraph G.):

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

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b) Principal location of all subcontractors (Name/City/State/Country)

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c) Location where services will be performed (Name/City/State/Country)

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d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

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By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Contractor affirms to have read and understands [Executive Order 2011-12K](#) and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure Attachment A to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

SPECIFICATIONS FOR EMERGENCY MEDICAL AMBULANCE SERVICESI. SCOPE

The State of Ohio is seeking a contractor to provide Emergency Medical Ambulance Mobile Intensive Care Unit (MoICU) services for the Department of Rehabilitation and Correction, Franklin Medical Center. All Contract(s) awarded as a result of this ITB shall become a part of Contract No. OT900712. The term of any contract issued pursuant to this Bid shall be for a period of eighteen (18) months, from January 1, 2016 through June 30, 2017.

II. CONTRACTOR'S RESPONSIBILITIES

- A. Provide competent attendants.
- B. Take precautions necessary to protect persons or property against injury or damage and to be responsible for any such injury or damage as a result of the Contractor's fault or negligence.
- C. Perform the work without unnecessarily interfering with agency activities.
- D. No attendants are permitted to have any relatives or acquaintances in the institutions or facilities they are servicing, if they do they are to notify the institution or facility management ahead of time.
- E. The successful bidder must have the capability of furnishing additional attendants and ambulances required by the medical staff. Additional trips to be billed at the same rate as indicated in this bid submission.
- F. Contractor agrees to comply with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA)

III. REQUIREMENTS

## A. Service Requirements

- 1. To provide MoICU services seven (7) days per week for the institutions listed herein. MoICU transports will be scheduled by the parent institution with a minimum of one day advance notice.
- 2. Ambulances, equipment, and attendants must meet or exceed the minimum National Health Care Standards or equivalent as outlined by the U.S. Department of Transportation. The Contractor must comply with Ohio Revised Code (ORC) Chapters 4765 and 4766.
- 3. The Contractor's personnel provided by this agreement are bound to observe the laws, regulations and policies of the State of Ohio and the institutions and facilities listed herein.

Entrance into a facility requires each person to have a photo identification card in their possession (i.e. driver's license, State of Ohio identification card, etc.). The Contractor must ensure that all providers via this contract have a photo ID card in their possession while providing emergency services.

- 4. The Contractor must provide the institution(s) they are servicing with copies of Ohio State Board of Pharmacy License and Medication Addendum, along with a copy of their OMTB license, if applicable.
- B. Medical Equipment and Related Supplies –Contractor will need to provide emergency response vehicles that are equipped to provide Mobile Intensive Care Unit (MoICU) services.
- 1. Patients requiring this type of transportation may require one or more of the following but not limited to:
    - a. Continuous I.V. infusion
    - b. Cardiac monitoring
    - c. Tracheostomy suctioning
    - d. Medical restraints
    - e. Ventilator dependent

Additional medical needs that require the need for ICU transport, will be determined as necessary.

SPECIFICATIONS (CONT'D.)

2. Each emergency response vehicle is to be fully equipped and staffed with the necessary materials and attendants to initiate on-site immediate first aid/or patient emergency care. Response vehicle shall meet or exceed equipment requirements as contained in ORC Chapter 4766-4 for entity required to license. Contractors not required to license with Ohio Medical Transportation Board (OMTB) shall meet equipment loads, patient care equipment consistent with National Standards for Pre-Hospital Emergency Medical Services. The Contractor will provide professional staff certified and/or licensed by the State of Ohio to respond to requests for emergency/medical services. The Contractor's staff must be legally qualified to provide medical evaluation, medical treatment, and medical monitoring during the transportation to designated community hospitals, or other destination as instructed by institution, for all types of emergencies. The Contractor must comply with any and all other State and Federal staffing requirements in effect during the term of the contract.
  3. The Contractor will maintain adequate medical personnel, medical supplies, and medical transportation vehicles to provide emergency medical services for the ensuing contract in accordance with acceptable community standards. During emergencies, the Contractor will make available as many vehicles and personnel as is necessary to provide emergency response services. The Contractor will evaluate, treat, stabilize and/or transport all patients on emergency runs to a pre-designated.
- C. Record Keeping – Complete records of emergency response trips, dates and medical services rendered must be maintained by the Contractor in accordance with applicable federal and state law. The EMS run reports will be submitted with all invoices and will be reviewed by the respective institution's medical staff prior to payment.

The Contractor must recognize that, pursuant to the Ohio Revised Code, inmate medical records are the property of the respective facility and cannot be released to a third party. No information will be released by the Contractor to the news media without the prior approval of the respective institution.

- D. Security – State of Ohio security personnel will be required to accompany and escort each inmate-patient in accordance with institutional and Agency security policies in effect during the term of the contract. Pick-up and general destination will be given but exact destination will not be given, when transport is scheduled, due to security reasons. The transport vehicle will report to the sally port area for check-in. If an emergency arises during transports, the driver should proceed to the nearest medical facility. Security considerations at correctional institution could create abnormal delays. This would be due to fog alert, emergency lockdown or other inclement weather. These delays are rare. They may happen several times per institution per year. In accordance with each agency's policies, no knives, firearms, cameras/photo equipment, recording devices, cell phones, tobacco products, computers will be allowed in the agencies' institution.
- E. Expansion – Any contract awarded subsequent to this Bid is based on the institution's present staffing, equipment, supplies, and other capabilities. The institution and facility will not increase staffing, equipment, supplies or other capabilities in order for the Contractor to provide emergency services.
- F. Removal of Institutions: The State shall provide thirty (30) days notice of termination for an institution removed from this contract.
- G. Pricing: Bidder shall provide line item pricing for each of the following requirements in the Price. Usages may change during the term of any ensuing contract, based on demographic changes at each institution. Bidder shall provide pricing in the order of the following columns:
1. The price for MoICU one way trip to/from the Advanced Specialty Hospital of Toledo, 1015 Garden Lake Parkway, Toledo, OH 43614 to/from either:
    - a. Ohio State University Medical Center (OSU), 410 W. Tenth Ave., Columbus, OH 43210 or,
    - b. Department of Rehabilitation and Correction, Franklin Medical Center (FMC), 1990 Harmon Ave., Columbus, OH 43223.

Currently the Advanced Specialty Hospital of Toledo is the only Long Term Acute Care (LTAC) facility being utilized requiring these type of transports. DRC will continue to work on additional partnerships with Long Term Acute Care (LTAC) facilities in Columbus which may result in additional transport locations.

2. The price for MoICU one way trip to/from the LTAC facility located in Columbus, OH to/from either:
  - a. Ohio State University Medical Center (OSU), 410 W. Tenth Ave., Columbus, OH 43210 or,
  - b. Department of Rehabilitation and Correction, Franklin Medical Center (FMC), 1990 Harmon Ave., Columbus, OH 43223.

PRICE SCHEDULE

Institution	Estimated Annual runs per year	Price for MoICU one-way trip to/from FMC/OSU to Advanced Specialty Hospital of Toledo	Price for MoICU one-way trip to/from FMC/OSU to Columbus Area LTAC facility
Franklin Medical Center	20	\$	\$