

**INVITATION TO SUBMIT PROPOSALS
FOR THE PROVISION OF

EMERGENCY MEDICAL SERVICES FOR
THE GRASSLANDS CAMPUS
FOR

THE WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES

112 EAST POST ROAD

WHITE PLAINS, NEW YORK 10601**

This is a reissuance of a Request for Proposals originally issued in March 2017, with a response due date of March 31, 2017.

PROPOSAL DUE DATE: Friday, September 1, 2017 @ 3:00 p.m.

Interested parties may obtain the complete Request for Proposals (“RFP”), including application, from the Westchester County website for RFPs at www.westchestergov.com/rfp.

Department of Social Services Contact

Mr. Edward Fagan
Westchester County Department of Social Services
112 East Post Road, 6th Floor
White Plains, New York, 10601
Phone: (914) 995-5282
Email: ezf1@westchestergov.com

Please be advised that all matters concerning this RFP, from the date of issuance until the contract awards are made, are to be directed in writing to the above named contact person.

An original and ten (10) completed copies of the proposal MUST be received no later than Friday, September 1, 2017 at 3:00 p.m. at the following address:

Westchester County Department of Social Services
112 East Post Road, 6th Floor
White Plains, New York, 10601
Attn: Edward Fagan

**Westchester County Department of Social Services
112 East Post Road
White Plains, NY 10601**

Request for Proposal

The Westchester County Department of Social Services is requesting proposals from a qualified emergency medical service (EMS) agency interested in providing emergency medical and transportation services to the County of Westchester (the County) at its Grasslands Reservation in Valhalla, NY. The recipients of this service are to include the County's employees, clients and/or trainees who require EMS while working at, living at, training at or visiting the Grasslands Reservation. Services shall include the following:

- Provide primary Advanced Life Support (Paramedic Level) transportation service twenty-four hours a day, seven days a week, three hundred sixty-five days a year to the Grasslands Campus located in Valhalla, NY. The services shall include a New York State Certified Advanced Life Support ambulance with a crew consisting of a minimum of one EMT-Paramedic and one EMT-Basic. All personnel and equipment will comply with the NYS PHL Part 800, Part 18 and with the Westchester Regional Medical Advisory Board policies and procedures.

1.0 Purpose and Intent

- a) The County of Westchester Department of Social Services is soliciting proposals from qualified ambulance agencies to provide professional emergency medical services to a specific area within the county. This area, the Grasslands Reservation, in Valhalla, NY, is home to multiple County agencies and properties, including (but not limited to) the Department of Environmental Facilities, the Department of Labs and Research, the Department of Probation, the Department of Public Works , and the Department of Social Services.
- b) Based on data acquired over the previous five (5) calendar years, it is estimated that the bulk of the calls to which the selected provider will respond will be to the Grasslands Homeless Shelter located at 25 Operations Drive on said campus. This location has seen an average of approximately 144 calls, annually, over the five year period, with a peak of 287 calls in 2015.
- c) Other campus locations, such as 10 Dana Rd. and 10 Woods Rd., home to the County Department of Labs and Research, and 20 Hammond House, a facility under the purview of the Department of Probation, would also fall within the scope of coverage expected from responders to this RFP. None of these locations, individually, have seen more than a dozen annual incidents requiring emergency response at any point over the last five (5) years.
- d) The purpose of this solicitation is to relieve the burden on local responders, particularly volunteers, that County-run facilities, such as the Shelter, place; it is not to provide EMS services for Westchester Medical Center, a separate corporation, or the Westchester County Correctional Facility, which is currently provided by service with a separate provider; likewise, this RFP is not seeking the services of a vendor who will be required to respond to 'mutual aid' calls.

- e) The agency shall utilize NYS certified providers that are credentialed and authorized to provide patient care in Westchester County. The agency shall assure staff are adequately equipped and trained for their assignments. All equipment and vehicles shall be kept in clean, good working order and meet NYS DOH guidelines. Staff shall be in uniform and maintain a neat appearance.

1.1 General Provisions

The RFP constitutes only an invitation to make a proposal to the County. The County reserves, holds and may in its sole discretion exercise the following rights and options with respect to this RFP.

- a) To waive or modify any irregularities in proposals received after notification to those proposers who are affected.
- b) To request additional information.
- c) To select and enter into an agreement with the firm whose proposal best satisfies the interests of the County and not necessarily on the basis of price or any other single factor.
- d) To reject all proposals.
- e) To issue additional subsequent solicitations for proposals.
- f) To conduct investigations with respect to the qualifications of each proposer.
- g) To negotiate with proposers for amendments or other modifications to their proposals.
- h) To modify dates.
- i) To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract.
- j) To enter into an agreement for only one portion, or not enter into an agreement for any of the services contemplated by this request for proposal.

2.0 Contract

The County of Westchester shall award a contract to a provider for the services outlined in this document.

2.1 Contract Term

It is anticipated that the agreement will be for a period commencing on October 1, 2017 until September 30, 2022.

2.2 Contents of Proposal

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the proposer's competitive position or constitute a trade secret. To protect this data from disclosure under the State Freedom of Information Law, the proposer should specifically identify the pages of the proposal that contain such information by (a) inserting the following notice in the front of its proposal:

“NOTICE:

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

And, (b), clearly identify the pages of the proposals containing such information by typing in bold face on the top of each such page **“* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”**

The County does not assume any responsibility for disclosure or use of marked data for any purpose. In the event properly marked data is requested pursuant to the State Freedom of Information Law, the firm will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by the County in making its determination as to whether disclosure is proper under the law.

2.3 Proposal Due Date

Date: Friday, September 1, 2017
Time: No Later Than 3 P.M.
Attention: Kevin M. McGuire, Commissioner
Attn: Edward Fagan
Location: Westchester County Department of Social Services
112 E. Post Rd., White Plains, NY 10601

All proposals must be received by the Commissioner of Social Services, or his agent, prior to the close of business on the date specified above.

2.4 Proposal Delivery

Proposers shall provide ten (10) copies of their proposal to the address listed above. Proposers are cautioned to allow for normal mail delivery time to ensure that the Commissioner receives the proposals on time. Proposals delivered after the close of business on the date listed above will be disqualified from bidding.

2.5 Signature

Proposals must be signed. Unsigned proposals will be rejected. Electronic copies of proposals will be considered for review.

2.6 Alterations

All proposals must be typed or written in ink. Any fee changes (including "white outs") **must be initialed**, or the item may be disqualified and the proposal rejected.

2.7 Questions and Inquiries

It is the policy of the County to accept questions and inquiries in writing from proposers. Proposers should submit written questions in advance of opening. Only answers in the form of a written addendum to the RFP shall be binding unless modified in a subsequent written addendum.

Oral explanations or instruction given over the phone prior to the proposal submission date shall not be binding on the County.

All written questions must be directed to the individual designated below and received by **DATE: Friday, August 18, 2017**

Kevin M. McGuire, Commissioner
Westchester County Department of Social Services
112 E. Post Rd., White Plains, NY 10601
Attn: Edward Fagan, 6th Floor

2.8 Cost Liability

The proposer shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation, or any travel connected with submission of the proposal. The County shall have no liability whatsoever for such costs.

2.9 Obtaining Essential Information

The Commissioner of Social Services reserves the right to obtain additional information he deems necessary to determine the ability of the proposer to carry out the obligations of the agreement. This includes information needed to evaluate the experience and financial capability of the proposer to complete the requirements of the RFP.

2.10 Non-Collusion

The proposer, by signing the proposal, does hereby warrant and represent that this proposal and/or any ensuing Agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Westchester, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any County employee, officer or official.

3.0 Minimum Qualifications of Proposers

Proposers must have three (3) years of continuous experience in providing emergency medical services and be properly licensed in New York State the day the bid is submitted.

3.1 Identification

Upon contract approval the Commissioner may choose to require that all bidder employees wear designated identification signifying their employment by the proposer.

4.0 Contract and Term

A formal written contract, with specifications, will be entered into between the parties. The proposal, or any part thereof, submitted by the successful proposer may be attached to and become a part of the contract. After selection of the successful proposal, a formal written contract will be drawn by the County of Westchester and will not be binding or in force until approved by the Law Department as to manner, form and execution and signed by both parties. The term of the contract shall be for 60 months.

4.1 Indemnification and Insurance

The proposer agrees to indemnify and hold free and harmless the County of Westchester, its officials, employees, and agents from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from this ensuing contract or which are incidental to or are in any way connected with its proposal.

The indemnification provided herein shall obligate the proposer to defend at the proposer's own expense or to provide for any defense (as determined by the County of Westchester), for any and all claims of liability and all suits, actions, or claims that may be incurred by the County of

Westchester, in consequence of actions or inaction's relating to its proposal. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If the proposer is awarded the contract, the County of Westchester and the Proposer shall be named as insured on all policies obtained by the Proposer. Certificates of Insurance shall be furnished to the County of Westchester by the Proposer and a similar indemnity provision to that recited above will be included on all such insurance policies (See Schedule "A" Standard Insurance Provisions found in the Appendix.)

All policies shall be obtained from companies licensed to conduct business in the State of New York. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company of Aldrich, New Jersey.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County of Westchester, Department of Risk Management.

4.2 Delivery of Services

The contractor is responsible to contact the Commissioner of Social Services, or his/her designee, to arrange for any specific protocols, policies or procedures.

4.3 Maintenance

The contractor will not make alterations, additions, or improvements to any County facility without prior written consent of the appropriate Commissioner. All alterations, additions, and improvements whether temporary or permanent in character, shall at all times be deemed to be the property of the County and shall remain upon the premises at the termination of the agreement. The Contractor will be responsible for the repair and maintenance of all County owned property or equipment, which is used by the contractor during the term of the agreement.

4.4 Force Majeure

Neither the County nor the Contractor shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstance not within its reasonable control.

4.5 Termination

The County, upon ten (10) days written notice, may terminate the contract in whole or in part when it deems such termination to be in the County's best interest. In the event that the Contractor defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any right it might have to seek damages, judicial enforcement or any other lawful remedy, may terminate this contract upon forty-eight (48) hours written notice to the Contractor, provided, however, that the Contractor may defeat such notice by curing the default complained of, within the notice period.

4.6 Non-Discrimination/Equal Opportunity

The Contractor shall comply with all applicable local, state and federal laws and regulations including, but not limited to, those pertaining to nondiscrimination and equal opportunity in the areas of employment and use of the County's facilities.

4.7 Assignment

The contractor shall not assign or subcontract any portion of the operation without prior written approval from the Commissioner. If the proposer intends as part of its proposal to

subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the proposer shall include the qualifications and credit references of any proposed subcontractors. If the County awards the contract to the proposer and approves any subcontract, this approval shall not create any relationship between the subcontractor and the County, such that the Contractor shall be responsible for the entire contract.

4.8 Independent Contractor

The contractor and its employees will operate as an independent contractor and are not considered to be County employees.

4.9 Assignment of Authority

The Contractor shall comply with all applicable ordinances, rules and regulations for the operation of an onsite emergency health care facility.

4.10 Signs

The Contractor shall not place any sign or advertisement upon any property of the County under any contract or agreement, which may result from this proposal without written approval by the Commissioner.

4.11 Method of Payment

The County shall, on a monthly basis, process for payment a voucher upon successful completion of the services required and after receipt of a priced invoice indicating the contract number.

4.12 Employees of Contractor

Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted to the United States for permanent residence as evidenced by an alien registration receipt card. The Contractor will supervise and train its staff to perform their duties and to conduct themselves in an orderly and professional manner at all times. Each employee must thoroughly understand the need to exercise and display a courteous and polite demeanor when dealing with participants and entertainers at the various special events. The Contractor will be required to discharge any employee whose conduct, demeanor or appearance is objectionable to the County after notice.

5.0 Proposal Evaluation

All proposals will be reviewed by the Commissioner. Proposers who submit a proposal in response to this RFP may be required to give an oral presentation to explain the proposal to the Commissioner or his/her designee. This will provide an opportunity for the proposer to clarify or elaborate on the proposal. The DSS Commissioner will schedule the time and location of these presentations, if required.

The award of a contract for the services sought through this Request for Proposals is not governed by the public bidding laws. There is no obligation on the part of the County to award the contract to the proposer who submits the lowest proposal. The County

reserves the right to award the contract to the proposer the County has determined to be responsible, who has submitted a complete proposal which meets the specifications and requirements which are deemed by the County most advantageous to and in the best interest of the County. The County reserves the right to negotiate with any one or more of the proposers. The County also reserves the right to reject all proposals, to waive any irregularities in any proposal, and to select a contractor by any alternate means, if the County determines that doing so is in its best interest.

The following criteria, not necessarily listed in order of importance, will be used to evaluate proposals. These criteria are general in nature and may be used to develop a more detailed evaluation worksheet. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

- Proposer's ability to provide and deliver services as required. This may include the ability to demonstrate staffing capabilities, fleet inventory, fleet maintenance, equipment inventory and maintenance, communication systems, and demonstrate the use of policies and procedures.
- The proposer's estimated response time to respond to a call on the Grasslands Campus, using 26 Operations Drive (VOA Shelter), Valhalla, NY 10595 as the destination when making this best estimation.
- Evaluation of the experience of providing such services for other organizations and for similar functions.
- The Proposer's cost to provide the services required.
- A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP.
- Proposer's ability to provide the required insurance coverage.

6.0 Scope of the Work Required

In order to relieve the burden on local responders, the Department of Social Services is issuing this RFP for EMS for county purposes – that is for the County's employees, clients or trainees – who require EMS while working at, living at, training at, or visiting the Grasslands Reservation in Valhalla. Please see **§1.0(a-e)**, *supra*, for further detail on the scope of this RFP. A non-exhaustive sample of the scope of those receiving services is provided, below, along with the extent to which said EMS services have been utilized over the preceding five (5) years (2011-2015):

- Department of Environmental Facilities – Household Waste Recovery Facility employees/users: 0 incidents in the given time frame
- Department of Labs and Research – Employees: 2 incidents
- Department of Probation – Secure Detention: 6 incidents
- Department of Public Works – Public Works employees and Transportation personnel/contractors: Approximately 10 incidents over the 5 year time period (2/year)

- Department of Social Services – VOA (Volunteers of America) Shelter: contract staff and customers: 573 incidents over 5 years.

7.0 Proposal Preparation and Submission

Ten (10) copies of the proposal, *infra.*, should be submitted. The form shall contain all pertinent information relating to proposer's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services required by the scope of the RFP. Please note that all assigned personnel must be able to speak and understand English. Please type this information.

At a minimum, this section shall contain the following information:

- Description of the certified ambulance vehicles proposed for use (must be equipped pursuant to sections 800.10, 800,11 and 800.12 of the New York State EMS Code).
- Estimated response time
- Description of experience providing EMS services in similar settings
- Proof of insurance.
- Proposer's fee proposal

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS

1. Prior to commencing work, the selected EMS provider ("Provider") shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Provider and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Provider shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Provider to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Provider to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Provider from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Provider concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Provider until such time as the Provider shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Provider shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law.

NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the Director of Risk Management.

State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

(Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form WC/DB-100 or, if applicable, form WC/DB-101. PLEASE NOTE THESE FORMS

REPLACE FORM C-105.21. THE APPROPRIATE REPLACEMENT FORM MUST BE NOTARIZED PRIOR TO BEING SUBMITTED TO THE WORKERS' COMPENSATION BOARD, INFORMATION UNIT FOR INVESTIGATION AND REPORT).

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(e) Provider's Professional Liability. The Provider shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the Provider shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Provider.

Westchester County Department of Social Services

Proposal Response Form

To Provide Emergency Medical Services to designated persons located upon the Grasslands Campus in Valhalla, NY

Proposer's Company Name: _____

Contact: _____ Title: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Below please provide the information requested in 7.0 (Please add additional pages if necessary.)

A. Ambulance Vehicles - Please describe the vehicles' certification and indicate they are equipped to meet the EMS Code.

B. Experience - Please list at least four (4) similar instances in which you have provided EMS services of a similar scope.

<u>Date</u>	<u># of Clients</u>	<u>Contact Name & Phone Number</u>
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C. Proof of Insurance - The award of a contract is conditioned upon the County's receipt of certificates of insurance, as per Schedule A, prior to commencing any work. With this proposal, please provide a copy of a certificate of insurance, which shows that the Company currently carries insurance and a letter, which indicates that obtaining the additional coverage, if not already in force, can be accomplished. Please attach these documents.

D. Proposed Cost

The proposer, by signing the proposal, does hereby warrant and represent that this proposal has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Westchester, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any County employee, officer or official.

Printed Name of Proposer:

Representative: _____

Title: _____

Signature of Proposer: _____

**All proposals must be delivered to:
Kevin McGuire, Commissioner
Westchester County Department of Social Services
112 E. Post Road
White Plains, NY 10601
Attn: Edward Fagan, 6th Floor**

Deadline: Friday, September 1, 2017 @ 3:00p.m.