

REQUEST FOR PROPOSAL (RFP)

CITY OF POUGHKEEPSIE



Request for proposal to provide Emergency Medical Services,
Response and Transport for the City of Poughkeepsie

Issuing Agency

Mayor John C. Tkazyik ■ Chief Ken Boyd
City of Poughkeepsie
Fire Department
505 Main Street
Poughkeepsie, New York 12601

1. SECTION 1- GENERAL RFP GUIDELINES

1.1 Statement of Purpose

The City of Poughkeepsie, Dutchess County, New York is distributing this Request for Proposal (RFP) to evaluate potential vendors who are interested in providing professional and qualified Ambulance Service to the geographical area of the City of Poughkeepsie. Ambulance service shall include the provision of Advanced Life Support Care (ALS) and Basic Life Support Care (BLS).

The intent of the RFP is to communicate the City of Poughkeepsie's requirements and to provide vendors with sufficient information to enable them to prepare responses to this RFP. The City of Poughkeepsie intends to select a service provider by March 1, 2010.

1.2 Naming

Herein after, The City of Poughkeepsie shall be referred to as the "City." The words "contractor" and "vendor" are used interchangeably in this RFP.

1.3 Statement of Decision

This RFP is not an offer to enter into an agreement with responding vendors. Only the execution of a written contract will obligate the City in accordance with the terms and conditions in such contract. This RFP represents the City's request to receive proposals from vendors that have been contacted and that are interested in providing ambulance services to the City.

1.4 Limitations

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract services or supplies. The City reserves the right to accept or reject any or all proposals received pursuant to this request, to negotiate with one or all qualified vendors, or to cancel in part or in its entirety this RFP if it is in the best interest of the City to do so. The City may require the vendor(s) selected to participate in negotiations and to submit technical or other revisions of their proposal, as a result of any such negotiations. The City reserves the right to interview contractors prior to awarding a contract. The lowest priced proposal will not necessarily be accepted.

1.5 Statement of Confidentiality

In order to protect the confidentiality of the City's business, all information that is provided to vendors during the RFP process, in any form, shall not be duplicated and must be returned to the City at the end of the RFP process. Information shall be treated as confidential by vendors and should only be used for the purpose of providing responses to this RFP. Vendors shall not disclose any information found in this document or information that is gathered during the RFP process to anyone except City authorized officers and vendor's authorized officers directly connected with the RFP process.

1.6 Proposal Timeframes

Release of RFP	January 1, 2010
Deadline for Submission of Final Questions	January 15, 2010
Deadline for Proposal	February 15, 2010

1.7 Number of Proposal Copies

Eight (8) hard copies and one (1) electronic version (preferably PDF version) of the RFP response must be submitted to the following person and address. **Proposals must be received by City no later than 4 p.m. on Monday, February 15, 2010.**

**Arlet Wilks, Deputy City Chamberlain
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, New York 12601**

1.8 Request for Proposal Inquiries

All vendor questions regarding this RFP must be addressed via e-mail to edecker@cityofpoughkeepsie.com. Questions must be direct and concise for each issue to be addressed. If necessary, a representative of the City may contact vendor representatives to gather additional details prior to replying to inquiries. No questions will be answered past the Deadline for Submission of Final Questions date indicated in section 1.6.

1.9 Form and Structure of Response

The response must be delivered in a binder along with an electronic copy on or before the date specified in section 1.6. The response must be organized in the following manner:

- Vendor Cover Letter- Including primary contact information.
- Executive Summary- Detail the approach of the proposal.
- Technical Proposal- including minimum service requirements as provided in section 3.2 of this RFP.
- Pricing- for services provided in Technical Proposal.
- Company Information- including company history, organization, location(s), training and certification of staff, condition and replacement schedules for machinery and equipment intended for use in the City.
- References- at least three (3) references.
- Appendices

2. Term and Price

2.1 Term

The initial contract term shall be for three (3) years with two (2), one (1) year renewals at the option of the municipality.

2.2 Price

If based on the minimum services outlined in section 3.2, the vendor will require a municipal subsidy/payment, the proposal must clearly define how such subsidy/payment will be determined and calculated. If no municipal subsidy will be required the vendor proposal should so state.

3.0 Scope of Services

3.1 Overview

The Contractor will be responsible for providing any required ambulance services on a 24 hour a day basis, 7 days a week, 365 days a year. The contract shall provide Basic Life Support and Advanced Life Support ambulance services as defined in Section 3001 of the Public Health Law for the purposes of treating and transporting sick or injured persons found within the boundaries of the coverage area to a local hospital specified by the person, if appropriate, or the appropriate hospital dictated by the Department of Health protocol.

3.2 Minimum Requirements

The Contractor will provide the following minimum services. There shall be no restrictions or limitations on the contractor's decision to exceed the minimum agreed upon requirements.

1. Contractor agrees to transport at no cost to the City, employees of the fire and police departments when such transportation is necessary and is a result of such employee acting within his/her official capacity as a sworn member of the City's Police or Fire Department.
2. Contractor shall provide standby services at all serious fire emergencies that occur within the City, when so requested. A serious emergency shall be those designated by the Fire or Police Departments in which the contractor is notified by E-911 of a need to provide standby assistance. Contractor also agrees to provide standby services at approved and authorized City functions attended by 1,000 or more persons, when so advised. Any ambulance on standby shall not count toward the minimum number of ambulances required under a proposal.
3. Contractor shall provide support services for the City Police Department's Emergency Service Unit, as requested. This service shall include standby during training events as well as during emergencies.
4. Contractor agrees to respond to all calls, whether communicated through the City's E-911 center or directly to the vendor.
5. Contractor agrees to transport patients to the hospital of their choosing within or adjacent to the City except where there is an order from a valid and appropriate medical authority directing such patient to a particular hospital or where such hospital would not be in compliance with established medical protocols.
6. Contractor must at all times, maintain a valid Ambulance Service Certificate in compliance with the requirements of Article 30 of the Public Health Law and the New York State Medical Services Code.
7. Contractor shall provide sufficiently trained and experienced personnel to maintain, operate and administer the ambulance service required under the proposal.
8. Contractor shall provide a minimum of two staff and certified Advanced Life Support ambulances dedicated to the City and available to respond to any emergency call. At such time as the two ambulances are dispatched, provisions shall be made to insure adequate back-up coverage.
9. The vendor shall be required to participate in the Dutchess County Mutual Aid System. Contractor understands that a City unit may, in accordance with Mutual Aid, be required to respond to calls outside of the City.
10. Contractor shall identify what facilities/building or housing it may require as a result of a contract for the ambulance service for the City. The City will assist in locating suitable space or a suitable location however; the City will not provide housing/space.
11. Contractor will, at its sole expense, provide, maintain and store its certified ambulances and other equipment necessary and required pursuant to the proposal. Such equipment will be maintained in a clean condition.
12. Contractor shall provide training and education that may be required of its employees in order to maintain necessary certifications.
13. Contractor agrees to provide CPR training to employees of the City on a regular basis.
14. Contractor agrees to participate in emergency drills and training at times that are mutually agreed upon when so requested by the City's Police or Fire Department or Dutchess County Emergency Response.
15. Contractor shall provide a Response Criteria that meets or exceeds the following standards:

- 4 minutes ALS
 - 6 minutes BLS
 - measured from time of dispatch to arrival at scene
 - proposal must include penalty provision for failure to meet required Response Criteria
16. On a regular basis, Contractor shall provide a written report detailing the following information:
 - calls received
 - type of call
 - type of response
 - time call was received, dispatched, EMD completion
 - unit arrival and transport
 17. Contractor agrees to provide at its own expense, the ability to provide EMD dispatch capabilities for medical priorities and to be able to communicate via radio with the City's E-911 center, City's Fire Department, as well as the Dutchess County Emergency Communications Center
 18. Contractor shall maintain a dispatch center with the necessary equipment and personnel to provide the required service under the proposal. This shall include, but not be limited to, emergency back-up for power, a method of direct communication with the City's E-911.
 19. City E-911 will receive all 911 calls for emergency and follow all EMD recognized protocol when handling the call and dispatch, Contractor agrees to work with City to establish a common protocol for Emergency Medical Dispatching (EMD).
 20. All EMS radio communications shall take place on a radio channel designated by the City or otherwise agreed upon by the City and Contractor. Such communication shall include initial dispatch, notification of response, on-scene call out, scene clearance, transport information and call conclusion.
 21. Contractor, at its sole cost and expense, shall install and maintain all necessary radio hardware and programming for all City Fire frequencies.
 22. Contractor shall provide a classification of medical conditions based on priority as well as a procedure and guidelines defining when the City's fire department would be requested to support ambulance services.
 23. Contractor shall agree to establish a procedure for the repair and replacement of fire department EMS equipment that is used to support Contractor's emergency response. This shall include but not be limited to, replacement of basic first aid equipment, as well as the filling of oxygen bottles at no expense to the City.
 24. Contractor shall be NIMS and ICS compliant.

4.0 Minimum Insurance Requirements

The contractor shall provide insurance at a minimum to meet the following standards:

General Liability: \$1,000,000.00 Per Occurrence
\$3,000,000.00 General Aggregate

Malpractice Liability: \$1,000,000.00 Per Occurrence
\$3,000,000.00 General Aggregate

Contractual Liability: Contractor shall be covered for Contractor's liability under any indemnification provisions of a subsequent agreement.

Automobile Liability: \$1,000,000.00 Liability Coverage
\$1,000,000.00 Personal Injury Protection

Excess Liability: \$10,000,000.00 above foregoing limits.

Workers Compensation: In accordance with New York State Law.

Contractor, at its own cost and expense, shall keep in full force and effect during the term of any subsequent agreement, with an insurance company or insurance companies authorized to do business in the State of New York a policy of policies of insurance as outlined above.

5.0 General Conditions of the RFP

1. All RFP submission material become the property of the City
2. The City reserves the right to postpone modify or cancel this RFP or reject any or all proposals, for any reason or no reason without penalty to the City. The City reserves the right to select the proposal believed to be the most beneficial to the City, without having the cost of materials and services being the sole determinative factor. Notwithstanding any other provision herein, the City is under no obligation to award a contract. The City reserves the right to waive any minor irregularities contained in any proposal. Selection of a vendor shall not be construed as an award of contract, but commencement of negotiations, including not limited to contract price proposed.
3. The City shall not be liable for any costs incurred by proposers in the preparation of the proposals or for any work performed in connection therein, or as a result of the modification, postponement or cancellation of the RFP.
4. Applicants are advised that the City has the option to select a vendor without conducting negotiations and that each applicant should initially submit their best proposal.
5. Any contract entered into with respect to this RFP will constitute the entire understanding and agreement between the City and the selected vendor, and shall constitute all the terms and conditions of the agreement between the parties. In the case of a conflict between the RFP and the contract, the contract shall prevail.
6. No vendor which has submitted a proposal pursuant to this RFP shall have the right to assign its submitted proposal or, if selected, the contract without the prior written consent of the City. The City's refusal to consent to an assignment shall not entitle the assigning vendor to cancel the submitted proposal and/or contract if fully executed, or give rise to any claim for damages against the City.
7. This RFP shall be construed in accordance with and governed by the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this RFP shall be litigated only in Courts located within Dutchess County or if in federal courts, in the United States District Court for the Southern District of New York. Proposer, its successors and or assigns, if any, by submitting its proposal subject itself to the jurisdiction of any such state or federal court and EXPRESSLY WAIVES ITS RIGHT TO A TRIAL BY JURY.
8. Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.
9. The vendor shall comply with all Federal, State and local statutory and constitutional anti-discrimination provisions. The vendor shall not discriminate against employees, applicants for employment, or third party vendors or subcontractors on the basis of race, creed, color, national origin, sex, age, disability, or marital status in recruitment, employment, job assignment, promotions, upgrading, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The vendor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, layoffs, terminations and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

10. The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or re-issue the RFP at any time. Amendments or notice of cancellation will be posted on the City's website. It is the sole responsibility of the proposer to monitor the City's website for the posting of such information.
11. No subcontractor or third party vendor may be utilized by the contracting vendor without the prior written approval of the City.

6.0 Release of Information

The City of Poughkeepsie, upon request, will release call data to interested contractors.