

1. SECTION 1 – GENERAL RFP GUIDELINES

1.1 Statement of Purpose

Greene County is distributing this Request for Proposal (RFP) to evaluate potential vendors to complete an analysis of ambulance and emergency services in seven Greene County towns, collectively known as the Mountaintop. The County recently received a \$24,750 grant from the New York State Department of State's Local Government Efficiency Program in order to conduct this study in partnership with the Mountaintop Supervisors and Mayors, a working group of chief elected officials in the seven Mountaintop Towns of Greene County. The local group is committed to providing the base information about each service deemed necessary by the consultant in order to complete their work.

There are seven towns on the Greene County Mountaintop: Ashland, Halcott, Hunter, Jewett, Lexington, Prattsville and Windham. There is a mixture of paid and volunteer ambulance services, with Hunter, Windham and Ashland (under contract with Windham) having paid services, and the remaining towns have volunteer services. All of the volunteer services report similar problems, with a decline in the number of volunteers willing to commit the long hours to training and coverage required for EMS work in New York State. The aging population in the region, the lack of available volunteers (particularly during the working day) and the presence of large ski attractions at Hunter and Windham Mountains and a large second-home population (over 50% of the residential structures in the region are second-homes) results in a region that has considerably more demand for ambulance services than its population numbers (less than 9,000 people) alone would suggest.

Another issue for the Mountaintop services is the long distance between the Mountaintop towns and hospitals. The Mountaintop region does have a hospital of its own, and the closest off-mountain facilities are in Hudson, Kingston, Albany and Margaretville, and each is between 30 and 60 minutes from the Mountaintop. Therefore the turn-around time for hospital calls are far greater than in a more urban environment.

The intent of this Request for Proposal is to communicate our requirements and to provide vendors with sufficient information to enable them to prepare responses to this RFP. Greene County anticipates a six-month timetable for the completion of this study.

1.2 Naming

Henceforth, Greene County shall be referred to as the "County." 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 County in accordance with the terms and conditions in such contract. This RFP represents the County's request to receive proposals from vendors that

have been contacted and that are interested in providing a feasibility study for ambulance services.

1.4 Limitations

This RFP does not commit the County 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 County reserves the right to accept or reject any or all proposals received pursuant to this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the County to do so. The County may require the vendors selected to participate in negotiations and to submit any cost, technical, or other revisions of their proposal, as a result of any such negotiations.

1.5 Statement of Confidentiality

In order to protect the confidentiality of the County’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 County 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 County-authorized officers and vendor’s authorized officers directly connected with the RFP process.

1.6 Proposal Timeframes

Release of RFP	November 10, 2009
Deadline for Submission of Final Questions	November 25, 2009
Deadline for Proposals	December 10, 2009, 4 p.m.

1.7 Number of Proposal Copies

Six (6) 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 Greene County no later than 4 p.m. on Thursday, December 10, 2009.**

**Warren Hart, AICP, Director
Greene County Economic Development, Tourism and Planning
411 Main Street
Catskill, NY 12414**

1.8 Request for Proposal Inquiries

All vendor questions regarding this RFP must be addressed via e-mail to whart@discovergreene.com. Questions must be direct and concise for each issue to be addressed. If necessary, a representative of Greene County may contact vendor representatives to gather additional details prior to replying to inquiries. A summary of vendor questions with associated answers will be compiled and distributed to all candidates. No questions will be answered past the Deadline for Submission of Final Questions date indicated 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 – Include primary contact information.
- Executive Summary – Detail the approach of the proposal.
- Technical Proposal – Responses to all Questions in Appendix A. Where applicable, provide any current samples of published materials.
- Pricing – Provide a price for the Feasibility Study, along with an hourly rate for additional work that might be necessary.
- Company Information – Provide all information requested as detailed in Section 3.
- References – At least three (3) references.
- Appendices (If Necessary).

1.10 Evaluation Methodology

Each response will be reviewed and evaluated based on criteria and priorities defined by the County and detailed in this RFP. These criteria will include, but are not limited to, the following:

- Proposal completeness, timeliness, and compliance with RFP guidelines and format.
- Experience of the vendor in assignments of similar size, scope and complexity.
- Special knowledge relevant to the project.
- Size, staffing, resources, and financial capability of the vendor vs. the size of the assignment.
- Time constraints and deliverability of services.

1.11 Selection Process

The County will review all submitted material and rank the vendors in order of their qualifications for this project. At its discretion, the County may elect to interview each vendor or inspect prior work done by each vendor. The County will notify the highest-ranked vendors of their standing and notify the remaining vendors that they were not chosen for this project.

The County shall then initiate negotiations with the highest qualified vendor. If a satisfactory agreement cannot be negotiated with the vendor considered the most qualified, at a fee determined to be fair and reasonable, then negotiations with said vendor shall be terminated and negotiations then undertaken with the second most qualified vendor.

If acceptable terms cannot be reached with any of the two highest ranked vendors, the selection process may be terminated and the project shall be re-evaluated by the County.

1.12 Incorporation of RFP and RFP Responses in Contract

This RFP, its appendices and amendments, and all promises, warranties, commitments and representations made in the successful response to this RFP will be binding and will become part of the contractual obligations.

All promises, warranties, commitments, and representations made in the successful response to this RFP will be binding upon vendor and will become part of vendor's contractual obligations, at the discretion of the County.

The contract will be awarded, subject to County Legislature approval, to the responsible vendor that best demonstrates relevant experience and expertise; who upon evaluations of all proposals received best responds to this RFP; who offers the best value to the County, and who in the judgment of the County will best serve the public interest.

GENERAL CONDITIONS OF THE RFP

1. All RFP submission materials become the property of the County.
2. The County 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 County. The County reserves the right to select the proposal believed to be the most beneficial to the County, without having the cost of materials and services the sole determinative factor. Notwithstanding any other provision herein, the County is under no obligation to award a contract. The County reserves the right to waive any minor irregularities contained in any proposal. Selection of a vendor solution shall not be construed as an award of contract, but as a commencement of contract negotiations, including not limited to contract price proposed. A contract award can only be made with County Legislature approval.
3. The County 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 County 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 County 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 County. The County'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 County.
 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 Greene County or, if in the federal courts, in the United States District Court for the Northern District of New York. Proposer, its successors and assigns, if any, by submitting its proposal subjects 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 County 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 assignments, promotions, upgradings, 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, upgradings, 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. In addition to non-discrimination and affirmative action compliance requirements the vendor awarded contract shall comply with all Federal, state, and local laws, statutes, or ordinances relative to the performance and execution of the work. This requirement, includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
 11. No subcontractor or third party vendor may be utilized by the contracting vendor without the prior written approval of the County.
 12. The County reserves the right to change the schedule or issue amendments to the RFP at any time. The County also reserves the right to cancel or reissue the RFP at any time. Amendments or a notice of cancellation will be posted to the County's website. It is the sole responsibility of the proposer to monitor the County's website for the posting of such information.

2. GENERAL REQUIREMENTS

2.1 Overview

The selected vendor is required to comply with County Policies, Standards and Procedures, as well as those of its associated agencies.

2.2 Minimum Insurance Requirements

1. Prior to commencing work, the Consultant shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York and shall provide evidence of such insurance to the County of Greene, as may be required and approved by the County. The policies, certificates or binders thereof shall provide that thirty days prior to cancellation or material change in the policy, including but not limited to impairment of stated aggregate limits, notices of same shall be given to the County of Greene by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Consultant and identify the Agreement, and be directed to the Clerk of the Legislature and the Greene County Attorney. Greene County must be named as an additional insured on the policy "as interest may appear" and that the County be furnished with an insurance "declaration page" from the issuing insurance company and not merely a certificate from the insurance broker.

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 Consultant shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the County of Greene for approval and submit a certificate thereof. Upon failure of the Consultant 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 Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification.

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 Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the County of Greene.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

2. The Consultant 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. Proof of compliance with New York State statutory requirements for Workers' Compensation, Employer's Liability, and New York State Disability Benefits.

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

(b) Commercial General Liability Insurance, including products and completed operations, personal injury, and blanket contractual.

Policy Limits shall be in the following amounts:

General Aggregate Limit	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Products-Comp. 10ps Aggregate	\$1,000,000

(c) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 combined single limit (c.s.l.), 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.

3. All policies of the Consultant shall be subject to the following conditions:

(a) The Consultant's insurance coverage shall be primary insurance as respects the County of Greene. Any insurance or self-insurance maintained by the County of Greene shall be excess of the Consultant's insurance, and shall not contribute with it.

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

(c) 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 Consultant. All deductibles and self-insured retentions shall be evidenced on the insurance certificate and shall be subject to prior approval of the County.

3. COMPANY INFORMATION

3.1 Name and address

Please provide name and address information for all office locations.

3.2 Company History

Please indicate the number of years your company has been in business.

3.3 Company Organization

Please provide a description of how your company is organized, including number of staff dedicated to the work items delineated in the RFP. Please also provide resumes for the persons who will be performing the work on this study.

3.4 Implementation Schedule

Please provide an estimate of the amount of time needed to complete the project from the date of the award (specify any lead time required before work can begin). The County is anticipating a six-month completion cycle for the Mountaintop Ambulance Feasibility Study, with work commencing in February 2010 and the project being completed in August 2010. An outline is shown in the Work Plan in Appendix A.

APPENDIX A
Greene County Mountaintop Ambulance Program Work Plan

The proposed project will be a Feasibility Study for the analysis of ambulance and Emergency Medical Services (“EMS”) currently provided, independent of one another, by five Towns in the Mountaintop region of Greene County. They are the Towns of Ashland, Jewett, Lexington, Prattsville and Windham. Each Town has one or more fire companies and a Town ambulance service. There is a mix of paid/volunteer and purely volunteer services.

These communities are small, extremely rural places located in or near the Catskill Park, and are all in the New York City watershed. In addition to their very small populations, many of these communities have substantial inflows of tourists and seasonal residents that require ambulance and EMS services, but are rarely part of the volunteer labor force available in the community to provide these vital services. All of these communities have limited resources and tax base as well, making the purchase of ambulance equipment a substantial capital investment for them.

Greene County, in conjunction with the Mountaintop Mayors and Supervisors organization, has obtained a Shared Services grant from the New York State Department of State for the creation of this study. Five of the seven Mountaintop towns are currently participating in the study and providing a cash match.

The County will begin this project by bringing together a working group of stakeholders in ambulance and EMS services. This working group will include representatives of the Towns, Greene County, and local service providers. An RFP for a qualified consultant will be issued and a consultant will be selected to perform the Feasibility Study and work with the committee. If the Feasibility Study indicates that consolidation is appropriate, the Study will outline future steps needed to effectuate consolidation of ambulance and EMS services. It is the intent of the County to document lessons learned from an ultimate consolidation, and utilize these lessons for further appropriate County service consolidations, as well as expanding the zone of consolidation for ambulance services to other communities. The Feasibility Study and lessons learned will also be available to other municipalities for study and a model for consolidations elsewhere in New York State and the country, if applicable.

2) Project Components

- a) Objectives** – The Feasibility Study will begin by giving a snapshot of the current status of service delivery in the towns that are participating in the study. This will include:
- Organizational structure of the various entities providing ambulance and EMS services (together, the “Services”), e.g., whether they are not-for-profit, special taxing districts, or a mixture of funding streams.
 - Current funding streams for operating budgets, including reimbursements through client insurance products (private, Medicare, Medicaid, etc.);
 - Operational structures, including management structure, personnel, employee compensation, benefits;
 - Assets, including real estate, ambulances and other equipment;

- Service delivery, including whether services are performed “in-house” or contracted out to private companies, and the costs associated with each, as well as how paid and volunteer staff interact and are scheduled; and
- Geographic regions serviced, with a look at the extent of overlapping service territories.

The next aspect of the Feasibility Study would then look at the various issues that would arise in a consolidation, given the various organizational possibilities that a consolidation could take. For example, consolidation could result in the creation of one independent ambulance district under the New York General Municipal Law, or it may take the form of a not-for-profit entity, or services currently provided may be absorbed by a medical facility that has the capacity for increased service delivery. There will be separate operational, financial and legal analyses for each type of potential organization, looking at the following factors:

i) Operational Analysis

- Corporate, governmental, or quasi-governmental structure of the entity;
- Management and personnel structure that would be necessary to deliver the Services and realize reimbursement potential from insurance;
- Necessary infrastructure required (buildings, equipment, number of ambulance and other vehicles, repair and maintenance facilities, etc.);
- Increased efficiencies in the form savings from management consolidations;
- Examining current manpower available, and advising on ways to recruit additional manpower and use the current manpower more efficiently;
- Impact on budgeting process, including the potential for more transparency in the budgeting process;
- Efficiencies gained in by eliminating geographic overlaps in Service delivery;
- Efficiencies gained in dispatch consolidation; and
- Response time efficiencies, if any.

ii) Financial Analysis

- Expenditures necessary to adequately deliver Services;
- Potential sources of revenue for operations and Service delivery;
- Revenues gained from insurance products not now being realized;
- Property tax rate that may be required for revenue;
- Savings from bulk and single contract purchases; and
- Savings from consolidation of positions;
- Itemizing potential savings to the taxpayer through potential consolidation or other efficiencies.

iii) Legal Analysis

- Analysis of laws regulating consolidation and structural changes to government;
- Legal ramifications of taking on current debts and assets; and
- Analysis of full scope of powers that vary depending on organizational structure.

These analyses will then be followed by qualitative and quantitative analysis comparing the costs and benefits of continuing with current state of Service delivery, versus consolidation into each potential entity. A separate alternative analyzing the financial

costs and potential efficiencies by utilizing the current Service delivery structures, but implementing structural and operational changes to improve Service delivery, will also be addressed.

After these analyses, there will be a section in the Feasibility Study that addresses institutional barriers to consolidation. This will include residents' fears of change, the potential conflicts arising in turf protection, potential community opposition to charging their insurance carriers for a portion of Service costs, and employees' fears of change or losing their jobs.

As the Feasibility Study and any subsequent implementation plan are developed, project objectives will be established to further the findings of the Feasibility Study. The primary goal is to determine the optimal organizational structure to create in order to consolidate ambulance and EMS services, in a way that will enhance Service delivery, streamline processes, reduce cost per call, reduce EMS response times, increase insurance revenues, reduce geographic service duplication, create transparency in organizational operations and budgets, and increase efficiency. In order to achieve these objectives, one or more of the following may occur:

- Reduce overall payroll, payroll taxes and fringe benefits through reduction or combing overall District staff;
- Centralize ambulance and EMS dispatch to reduce staff, costs and equipment, while increasing efficiency (response time);
- Consolidate management structures to reduce payroll, fringe benefits and payroll taxes;
- Consolidate procurement procedures and contracts for purchase of goods and services;
- Sufficiently staff and train personnel to ensure the receipt of all funding opportunities, including insurance funds;
- Centralize repair facilities and storage yards to reduce real property asset requirements and maintenance costs; and
- Share insurance and health care benefits providers under a larger contract, achieving costs savings with economies of scale.

Findings by the consultant charged with producing the Feasibility Study will be presented to the Committee, which will decide on the course to take regarding Service consolidation.

- b) Challenges:** Greene County is a rural county with significant distance and population issues related to the provision of ambulance or emergency services. The County does have a hospital within its borders, and most ambulance transports in this region of the County are to hospitals in Kingston, Hudson, Albany and Margaretville. Ambulance and EMS services are typically run through a Town-sponsored ambulance service. There is also a County-funded paramedic service for EMS. None of the Towns currently participating in the Ambulance Consolidation Study has an incorporated village or city.

c) Tasks

i) Task 1 – Select a Consultant to Perform Study

- (1) Draft consultant request for proposals (RFP).
- (2) Select consultant.
- (3) Execute contract with consultant.

ii) Task 2 – Public Participation

- (1) Establish Committee.
- (2) Schedule meetings with Town(s) Ambulance and EMS providers.
- (2) Schedule meetings with Mountaintop Supervisors and Mayors Association (MSMA).

iii) Task 3 – Feasibility Study

- (1) Data collection on Fire District budgets, staffing, assets, resources, programs, and reimbursement policies and procedures, as all pertain to ambulance and EMS services.
- (2) Interviews with appropriate municipal and Fire District staff
- (3) Research on legal issues of ambulance and EMS consolidation
- (4) Analysis and Summary of Findings
- (5) Develop Cost Analysis of Services

iv) Task 4 – Implementation Plan

- (1) Develop Implementation Strategies
- (2) Prepare draft Implementation Plan
- (3) Public presentations of Findings and Implementation Plan to MMSA.
- (4) Finalize Implementation Plan

d) Procurement: All procurement will comply with Municipal procurement policy and General Municipal Law section 103 as applicable. (See Appendix A-1 Attachment 4).

e) Other:

i) Deliverables (associated costs are included in tasks)

- (1) **Public Participation and Education Plan**
- (2) **Emergency Services Consolidation Feasibility Study**
- (3) **Implementation Plan**

ii) Environmental Review: An environmental review will be completed as required in Section XV of this agreement and transmitted to the Department of State.

iv) Intermunicipal Agreements and Resolutions: As applicable, copies of all required resolutions passed by the applicant and co-applicants and an executed intermunicipal agreement(s) regarding the project shall be submitted to the Division of Local Government before final payment of the grant is approved.

f) Schedule: The total time for this project is estimated to be 6 months with the project beginning in January 2010 and ending in July 2010.

Task	Dates of Task
1. Consultant Selection 1.1. Draft RFP 1.2. Select Consultant 1.3. Execute Contract with Selected Consultant	November 2009-January 2010
2. Feasibility Study 2.1. Data collection and analysis on Fire District and ambulance service budgets, staffing, assets, resources, programs, and reimbursement policies and procedures, as all pertain to ambulance and EMS services 2.2. Interviews with appropriate municipal and Fire District staff 2.3. Research on legal issues of ambulance and EMS consolidation 2.4. Analysis and Summary of Findings 2.5. Develop Cost Analysis of Services	February-May 2010
3. Implementation Plan 3.1. Develop Implementation Strategies 3.2. Prepare draft Implementation Plan 3.3. Public presentations of Findings and Implementation Plan 3.4. Finalize Implementation Plan	June-July 2010
4. Project Completion	August 2010

NON-COLLUSION BIDDING CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of the proposer, and in the case of a joint proposal, each party thereto certifies as to its own organization under penalty of perjury, that to the best of his or her knowledge and belief;

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the proposer and will not be knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any other competitor, and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Proposer: _____

Signature of Proposer
Or Representative: _____

Title: _____

Date: _____

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE PURSUANT TO SECTION 240 OF THE NEW YORK STATE PENAL LAW

NOTE: A proposal shall not be considered for award, nor shall any award be made where items (1), (2), and (3) above have not been complied with provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and furnish with the proposal a signed statement which sets forth in detail the reason therefore. Where items (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award, nor shall any award be made unless the head of the purchasing unit or the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.