



Request for Proposals

RFP 2022-02

EMERGENCY MEDICAL SERVICES FOR
BRENTWOOD BOROUGH, PENNSYLVANIA

Issue Date: April 15, 2022

Submission Deadline: May 26, 2022, 10:00 AM

Return Location:

Brentwood Borough Building

3735 Brownsville Road

Pittsburgh, PA 15227

ANNOUNCEMENT

April 15, 2022

REQUEST FOR PROPOSALS (RFP)

RFP 2022-02

EMERGENCY MEDICAL SERVICES FOR BRENTWOOD BOROUGH

BRENTWOOD, PENNSYLVANIA

The Borough of Brentwood, Allegheny County, Pennsylvania, is inviting firms to submit a proposal for the purpose of entering into a one-time contract through competitive negotiations for the professional services of an Emergency Medical Services (EMS) provider with experience in providing such services for local government entities.

The EMS provider shall provide professional services in the manner described in the Request for Proposals and in accordance with any other requirements imposed by Brentwood Borough.

The provider of the EMS must have at least 5 years of experience as a provider of such services with all licenses, certifications, and other registrations required by the Commonwealth of Pennsylvania.

Attached is information relating to submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contractual agreement.

Sealed proposals (one (1) original and eight (8) copies and one (1) electronic version), must be received by The Borough of Brentwood at 3735 Brownsville Road, Pittsburgh, PA 15227 no later than **May 26, 2022** at 10:00 A.M., EDT and the same will be publicly opened immediately thereafter. If mailed, the proposal should be addressed to: George Zboyovsky, PE, ICMA-CM, Borough Manager and the envelope sealed and clearly marked as "EMS Services for Brentwood Borough." Any contact for additional information should be made to George Zboyovsky, PE, ICMA-CM via email at gzboyovsky@brentwoodboro.com.

Proposals must be submitted on the forms provided by Brentwood Borough.

The Borough of Brentwood reserves the right to accept or reject any or all proposals.

BOROUGH OF BRENTWOOD

REQUEST FOR PROPOSALS (RFP)

RFP 2022-02

EMERGENCY MEDICAL SERVICES FOR THE BOROUGH OF BRENTWOOD

BRENTWOOD, PENNSYLVANIA

April 15, 2022

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EMERGENCY MEDICAL SERVICES FOR BRENTWOOD BOROUGH

BRENTWOOD, PENNSYLVANIA

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NOTE: In this document the term "Contractor" shall mean the person or firm making a proposal based on this RFP. The terms "Proposer," "Provider," and "Vendor" are used interchangeably. Also, the term "you" or "your" shall refer to the Proposer.

SECTION 1. BACKGROUND

BOROUGH OF BRENTWOOD COMMUNITY VISION STATEMENT The Borough of Brentwood is a unified, family-oriented community with a strong commitment to civic pride and traditions. While preserving these standards, ideals and traditions, the community shall strive to provide a high quality of life for all, a superior educational system and residential areas with a more suburban character. The community shall support established businesses while encouraging future economic development and effective local government, all within a safe and clean environment.

A. Purpose

The purpose of this RFP is to solicit proposals for the purpose of entering into a one-time contract through competitive negotiations for the professional services of an emergency medical service (EMS) provider with experience in providing such services to local government entities.

The provider shall provide EMS for the Borough as described in the Request for Proposals and in accordance with any other requirements imposed by the Borough.

B. Background

This project involves the provision of EMS to the entirety of the Borough of Brentwood, a community of approximately 10,100 persons within approximately 1.4 square miles.

The Borough of Brentwood requires an EMS provider to provide emergency medical care and emergency ambulance service within the Borough. Such a provider would be granted the right to be the exclusive provider of such services in the Borough.

See Appendix D for a map of the area to be serviced.

SECTION 2. PROPOSAL REQUIREMENTS

A. General

Each entity responding to this RFP (Proposer/Vendor) shall submit a written response (Proposal) setting forth the Proposer's qualifications and plans for meeting or exceeding the performance expectations set forth in this RFP.

The outcome of this RFP will be the selection of a Proposer (Contractor) with whom the Borough will execute an exclusive, performance-based agreement (Agreement) for the provision of 1) a ground emergency medical transportation system at a "paramedic Advanced Life Support" (ALS) level of service; and 2) non-emergency interfacility paramedic ALS ambulance transports originating in Brentwood Borough. This includes the exclusive right and obligation to (i) respond to all ALS calls originating from 9-1-1 or other telephone numbers and other emergency or urgent medical call requests made through the County 9-1-1 system, and other sources (ii) provide care and/or transport patients within the emergency medical services (EMS) system, and (iii) provide care and/or transport other patients requiring ALS ambulance service, when the transports originate in Brentwood Borough.

The Borough of Brentwood reserves the right to reject any or all proposals and to select the proposal that it judges to be in the best interest of the Borough of Brentwood.

Any contract between the Borough and the selected Proposer will be subject to the approval of the Borough of Brentwood Council and is effective only upon the Council's approval.

All Proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.

All proposals shall remain effective subject to Borough of Brentwood review and approval for a period of ninety (90) days from the deadline for submitting proposals.*

The Borough of Brentwood may initiate negotiations with the Proposer or seek additional proposals on an informal or formal basis during the ninety (90) day period that proposals must remain effective.

The Proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high-quality level of service. **Changes should be listed and explained.** However, the scope of work proposed, at minimum, must accomplish the goals and work outlined below.

*NOTE: There will be NO EXCEPTIONS to this requirement.

B. Inquiries

All inquiries, questions, etc. concerning the RFP shall be forwarded to George Zboyovsky, PE, ICMA-CM, Borough Manager, by e-mail (gzboyovsky@brentwoodboro.com). Any changes to the RFP will be in writing, documented and forwarded to all participating proposers of the RFP as soon as possible. Major changes, or an excessive number of changes, may result in cancellation of the existing RFP.

C. Direct Contact

Direct contact with any Borough employee without the express permission of the Borough Manager or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

D. Proposal Submittal Requirements

Proposal packages (one (1) original and eight (8) copies and one (1) electronic .PDF version), shall be submitted in a sealed envelope clearly marked in the lower left-hand corner "RFP 2022-02 "EMERGENCY MEDICAL SERVICES FOR BRENTWOOD BOROUGH" no later than **10:00 AM on May 26, 2022**. No proposal will be accepted after **10:00 AM** and all proposals shall be delivered to the Borough Offices, 3735 Brownsville Road, Pittsburgh, PA 15227. All material submitted will become the property of Brentwood Borough and the only information available at the proposal opening will be the names of vendors submitting proposals. Facsimiles of proposals will not be accepted.

E. Debriefing

The Borough requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can be given out only after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the Administrative Offices for public review. Request a review time during normal business hours, 8 a.m. to 4 p.m., Monday through Friday.

F. Examination of Data

Before submitting proposals, prospective providers shall carefully examine the provisions of this RFP, acquaint themselves with all governing laws, ordinances, etc. and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the Provider has so familiarized himself and, therefore, no concession will be granted by the Borough because of any claim of misunderstanding or lack of information. Providers are expected to read and study all specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by providers should be reported promptly to the Borough for correction or interpretation before the date of the opening of the proposal.

SECTION 3. WORK REQUIREMENTS

A. Instructions

The following work elements and work tasks constitute the work and services required to be performed and provided in a satisfactory manner by the selected Vendor.

B. General Objectives

The Borough of Brentwood is soliciting proposals from qualified emergency medical services (EMS) organizations to provide 24 hours per day, 7 days a week, 365 days per year, Advanced Life Support (ALS) and emergency ambulance services to the citizens, workers, and visitors of Brentwood Borough. The organization may be called upon to provide services in neighboring communities when available pursuant to the Borough's mutual aid agreements. The area of Brentwood Borough is approximately 1.4 square miles with a population of approximately 10,100. (See Map of Brentwood in Appendix D). The terms, start date, and duration of the agreement/contract will be subject to negotiations. The provider will be responsible for billing and collection as hereinafter described.

C. Scope of the Work

1. Professional Responsibility

Only qualified and experienced providers will be considered. All proponents should carefully review this solicitation for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this RFP.

Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Borough as per the terms set out in this Request.

2. Basic Services

- a. The vendor shall supply personnel, equipment, vehicles and supplies to provide ALS emergency ambulance service to transport any person who becomes injured or ill within Brentwood Borough and who requires emergency medical treatment or emergency transport to the hospital. The vendor may be called upon to provide said services to persons in neighboring municipalities with whom the Borough has a mutual aid agreement, if they are available.
- b. Advanced Life Support (ALS) is defined as a basic level of pre-hospital care that includes patient stabilization, airway clearance and maintenance, cardiopulmonary resuscitation (CPR), hemorrhage control, initial wound care, fracture stabilization, victim extrication and other techniques and procedures approved by the Pennsylvania Department of Health.

- c. The Contractor shall provide ALS services without regard to a person's ability to pay for the services. The vendor shall provide BLS emergency transport service on a twenty-four (24) hour a day, seven (7) days per week, 365 days per year basis to the closest appropriate medical treatment facility as dictated by the patient's condition.
- d. The Contractor shall be the primary responder to any emergency dispatched for ambulance services. It is expected that normal response time within the Borough shall be 5 minutes or less. In the event of a major incident or dispatches involving multiple patients (3 or more), the vendor will provide an on-scene duty officer within a reasonable response time.
- e. There is no minimum or maximum number of calls that will be received by the Contractor. The average number of calls received per month for 2019 was approximately 171. This information is given as estimated historical data for reference only and does not represent or guarantee the type, number, or nature of calls for service or transports to a medical facility. The Borough makes no representations, promises, or guarantees concerning the actual number of emergency and non-emergency calls or transports, number of patients or distance of transports associated with this procurement. Every effort has been made to provide accurate information, but Proposers will need to use their professional judgment and expertise to develop estimates, economic models and operational plans and proposals.
- f. The Contractor will be expected to respond immediately to a dispatched call it receives for emergency services. The Contractor shall be on the scene of the call as soon as safely possible. The Contractor will be expected to maintain a record of the times of dispatch and on-scene arrival to provide said times to the Borough. The Borough will be forwarded these reports monthly detailing the arrival and response times during the term of the contract to ensure that the residents are receiving the best possible service.
- g. The Contractor may be called upon to assist with fire stand-by calls, provide a supervisor for command posts when requested, and staff a dedicated ALS unit for community or special events within the Borough (such as fireworks, community events, athletic events, etc.). The special events will not be a separately billed item but may require additional staffing.
- h. Contractor shall respond in a mutual aid capacity to other service areas outside of the Borough in accordance with mutual aid agreements. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the Borough.
- i. Contractor shall provide, at no charge to the Borough, stand-by services at the scene of an emergency incident within the Borough when directed by the Borough Police Chief or Emergency Management Coordinator. A unit placed on stand-by shall be dedicated to the incident.

3. Vehicle Coverage and Staffing

- a. The Vendor will at a minimum provide sufficient vehicles, personnel and equipment to staff two (2) ALS licensed transport capable ambulances 24 hours a day, 7 days per week, 365 days per year, including all holidays. A third ALS ambulance shall be staffed from 9:00 AM to 11:00 PM, Monday to Friday, including holidays. (These times may be adjusted during the contract period based on call volume but only with coordination and approval of the Contractor and Brentwood Borough). Each ambulance shall be staffed with at least two (2) Pennsylvania certified emergency medical technicians. Additionally, the Contractor shall provide a duty supervisor who is able to respond to major EMS incidents, fires, or police incidents when requested, within a reasonable response time, to help supervise, coordinate and manage EMS resources for such incidents. The Contractor shall provide a design layout and/or photo showing how the ambulances used within the borough will be lettered indicating service to Brentwood Borough. The photo/design layout should also include other lettering or symbols required by any licensing or regulatory requirements of the Commonwealth of Pennsylvania.
- b. Compliance with Applicable Law: The Contractor shall comply with all applicable laws and regulations governing the provision of ALS emergency ambulance services, including but not limited to all employee licensing, training and education requirements. In addition, the Contractor shall comply with applicable labor laws and/or Department of Health regulations pertaining to the number of hours worked by any one person in a day. The Contractor also agrees to comply with all state and local traffic laws and ordinances.

4. Management and Personnel Qualifications

The parties understand that Ambulance services are often rendered in the context of stressful situations. The Borough expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any occasional departure from this standard of conduct. All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with the Commonwealth of Pennsylvania requirements. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of serious offenses.

- a. Personnel Qualifications
 - i. Each Emergency Medical Technician shall hold current certifications from the Pennsylvania Department of Health as an Emergency Medical Technician and a current certification in CPR/Defibrillator.
 - ii. Drivers must hold a valid Pennsylvania driver's license.

iii. The Contractor shall be solely responsible for the hiring of employees. The Contractor is responsible for all operating expenses, including salaries, benefits, insurance etc. for the personnel assigned to work in the Borough. It shall be expressly understood that the personnel assigned to the Borough are employees of the Contractor and not employees of the Borough.

iv. In addition to holding certifications, all ambulance staff shall be trained in the use of radio transmitting and receiving. The Contractor shall offer in-service training programs to ambulance staff to assist its employees in keeping current their certifications and to assure the maintenance of ALS services of the highest quality. Contractor shall provide documentation of training and continuing education provided to its employees.

v. The Contractor shall also provide documentation of successful background investigations, including drug screening tests and fingerprinting, for all personnel that will be assigned to work in Brentwood Borough.

- b. All ambulance staff shall be properly uniformed and identified as to employer, name and title by a name plate or emblem attached to the uniform and work jacket, along with the Ambulance Service's name.
- c. Contractor must comply with all state and federal law with respect to non-discrimination and equal employment opportunity, including but not limited to the Pennsylvania Human Relations Act (PHRA), Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA) and the Americans with Disabilities Act (ADA).

5. Vehicles and Other Equipment and Supplies

The Contractor shall implement multiple programs to enhance the safety and health of the work force. These shall include driver-training, safety and risk management training. The Borough requires Contractor to have in place, prior to assumption of EMS duties, an aggressive and effective health, safety and loss mitigation program. The Contractor shall provide adequate Personal Protective Equipment (PPE) and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc.

- a. Radios and other equipment and supplies – The Contractor shall be equipped with and maintain mobile radios and other communication equipment and licenses necessary to comply with applicable Federal Communications Commission and Pennsylvania Department of Health guidelines.
- b. The Contractor shall be responsible for the maintenance, replacement and storage of its ambulances and other equipment necessary to perform services described in this RFP and any contract entered into. The Contractor's EMS personnel furnished with the use of such equipment shall use due care and abide by all motor vehicle laws. Additionally, it will be the responsibility of the Contractor's EMTs to ensure that the

ambulance vehicle and equipment is in proper working order before each call for service. The Contractor's EMS personnel shall be responsible for keeping the assigned vehicle clean and stocked with appropriate supplies.

- c. Describe the facility or facilities from which you intend to provide service to Brentwood Borough. Include all addresses, size/space, and proximity to Brentwood.

6. Billing

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible.

The Contractor shall provide for prompt response to any queries or appeals from patients. The Contractor shall describe its methods for receiving, monitoring, and responding to patient issues and complaints. Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

Billing shall be the sole responsibility of the Contractor. Brentwood Borough shall have no role in the billing of any person for emergency medical services. The Borough shall have no responsibility for reimbursing any uncollectable or other bills issued by the Contractor.

7. Records, Reports, and Audits

- a. The Borough will require that the successful Contractor to provide certain reports as described below to the Borough. Said reports will be generated in an electronic form to the Borough; however, all record keeping required by State law or regulation shall be maintained in the manner prescribed by law.
- b. The Contractor shall provide to the Borough a monthly operating report for the monthly Borough Council meeting. The report shall be sent to the Borough in an electronic format acceptable to the Borough. The report shall contain at least the following information:
 - i. Total number of ALS responses;
 - ii. The average response time to ALS calls in Brentwood Borough;
 - iii. The number of response times over 5 minutes;
 - iv. The number of incidents for which an ALS Unit was not available;
 - v. The number of incidents when a mutual aid ambulance was called into Brentwood Borough;
 - vi. The total number of calls where the patient was not transported, including the number where the patient refused transport;

- vii. The total number of patient emergency transports;
 - viii. The total number of stand-by assignments, special events or other assistance to Brentwood Borough;
 - ix. Breakdowns of the prior month's calls by base/station, by medical category, by outcome, by response code and by location (including average response time for each location); and
 - x. Any personnel changes and related documentation as described above in subsection (C)(4)(a) of this Section.
 - xi. A breakdown of payer mix per transports. (i.e., Medicare, Insurance, Private Pay, & Other etc.)
- c. The Contractor shall provide a process for which to receive complaints about its service and also provide a written report, to the Borough, of each complaint received by the Contractor relating to its services. Said report shall state the name, address, and telephone number of the complainant, the nature of complaint, and the exact status of the ambulance and personnel involved on behalf of the Contractor. The Contractor shall reply to all complaints of service received within one (1) week.
- d. If the Contractor believes that the complaint is due to the actions of the Borough or its designee (rather than the Contractor), the Contractor shall refer the complaint to the Borough along with a copy of the initial complaint within one (1) week. All records and reports required to be prepared and maintained by the Contractor shall be maintained and made available as herein required during the term of the agreement and for a period of six (6) years following the termination of the agreement.
- e. Records maintained by the Contractor in carrying out the terms of any contract shall remain property of Contractor. Contractor will be required to comply with any privacy laws pertaining to medical records.

SECTION 4. ORGANIZATION, FORMAT AND REQUIRED SUBMITTALS FOR PROPOSAL

In order to provide the Borough with information that will enable us to evaluate qualifications from interested Proposers, please provide your responses as to the following items in the outlined order provided. Proposals should be concise and directly respond to the required information in this RFP. To facilitate the evaluation process, Proposals shall be limited in size.

- The Proposal Narrative shall adhere to the following specifications:
- Easily readable font, no smaller than 10 point;
- Line spacing no smaller than 1 ½ lines;
- Single sided page printing;
- Standard 8 ½” by 11” paper;
- Pages must be numbered sequentially; and
- Each section of the Proposal shall correspond to the below Section Identification (i.e., A. Letter of Transmittal, B. Proposer’s Profile, etc.)

A. Letter of Transmittal

This letter should include:

- a statement indicating your understanding of the service to be performed;
- an affirmation of the firm's qualifications for professionally and expertly conducting the service as understood;
- the Proposer's contact person concerning the proposal, a telephone number and email address where that person can be reached; and,
- a clear statement of the Proposer's and/or its principals' relationship(s) with, or knowledge of any officials or employees of the Borough of Brentwood and the nature of this relationship or knowledge.

B. Proposer’s Profile

This profile should be a description of your organization’s history, legal structure, and experience in providing emergency and advanced life support ambulance service, including:

- Your business name;
- Your business operating address;
- Your business mailing address;
- Legal business status (i.e., partnership, corporation, etc.);

- Number of years in business under present business name;
- Other or prior business names;
- Whether bidder holds controlling interest or is controlled by other organization;
- Financial interest in related business;
- Business partners in the last five (5) years;
- Number of staff (full-time, part-time, and volunteer), including training and certification levels;
- A list of vehicles, facilities and major equipment presently used, including ownership status and age thereof; and
- Statement of technological capacities and equipment presently employed.

C. List of Communities Currently or Previously Served, Including:

- Type and level of service provided including the population served;
- The contract period;
- The name, address, and telephone number of the contact person;
- Remaining term of each contract;
- The Proposer must provide documentation of its demonstrated ability to meet response time requirements similar to those required in this RFP. Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create the reports may also be submitted. If the Proposing organization does not have mandated response times in its exclusive emergency ambulance service area, the Proposer must submit adequate documentation of plans, procedures, and deployment strategies to demonstrate the organization has the knowledge and expertise to comply with mandated response times.
- Circumstances under which any contracts were terminated, failure to complete and allegations of deficient service if applicable;
- Letters of reference, if possible, from any communities served and any awards received for service to such communities;
- Explanation of other community involvement, including employee and volunteer service in the community.

D. Cost for Services

Please provide any annual fees, stipends, costs, or other forms of compensation you will require of the Borough of Brentwood associated with providing EMS to Brentwood Borough including the breakdown of the components of such fees. It is understood that these costs are estimated based on the assumptions and information readily available. Final cost of services may be determined per final negotiations.

E. Financial Strength and Stability

The Proposer must provide documentation of its financial strength and stability as a going concern. The Proposer must satisfy to the Borough that it can financially support the services covered in this RFP and be able to afford losses that may arise from inaccurate estimates of revenue, expenses, fines, and resource requirements necessary to comply with the performance standards identified in this RFP. Specifically, the Borough desires an understanding of the Proposer's financial stability, Liquidity (solvency), financial leverage (debt), asset efficiency (management or turnover), profitability, revenue recovery performance and other financial indicators.

The information requested in this Section will allow for the determination of the Proposers' current financial situation and allow an assessment of the Proposers' projected revenue and expenses in order to establish reasonableness.

1. Financial Statements

Provide year-end financial statements for the last three years and the most recent year-to-date financial statements. These should support the organization's financial ability to perform the services included in this RFP and the Proposal.

2. Audited Statements

Provide independently audited financial statements for the most recent fiscal year.

3. Financial Commitments

Provide a list of commitments, and potential commitments, which may impact assets, lines of credit, guarantor letters or otherwise affect the responder's ability to perform the Contract. Identify current lines of credit and available funds remaining. Document any potential events, litigation, contract failures, judgments, or other actions that may significantly impact the Proposer's financial situation.

4. Working Capital

The Proposer shall describe its working capital sources and quantify the amount it expects to need for providing EMS to the Borough of Brentwood. The information shall include the estimated amount of start-up capital required to finance administration and ambulance operations for the first six (6) months of the Agreement. Include the source of this capital and

if any part of it will be borrowed, include verification from a financial institution that your organization is approved or pre-qualified to borrow sufficient funds. Provide any assurances for such funding from parent or related organization in the form of a letter guaranteeing the amount of funding that may be necessary for start-up and on-going losses if projections are inadequate.

5. Revenue/Expense Projections

The Proposer is required to provide a budget for the first three (3) years of operation under the Agreement.

All Proposers shall use assumptions regarding call volume, payer mix, and charges in the preparation of the revenue projections for the first three years. The Proposers will be expected to use their experience or consultants to derive these assumptions, service mix, cash flow projections, CPI increases, and per transport collection by payers.

In addition to the expense budget line items, the Proposers shall document their assumptions used to develop the budgets.

- Your organization's current net worth and the form of that net worth including its capacity to convert non-liquid assets into cash if needed.
- Provide a copy of the organizations 2022 Operating Budget.
- Provide a copy of the organizations 2022 Capital Budget.

F. Other Documentation

Please provide documentation of the following:

- Your organization's staff training requirements (include any physical fitness criteria)
- Commitments or potential commitments that may impact assets, lines of credit, or guarantor letters or that may otherwise affect your abilities to perform any contract with the Borough;
- The circumstances of any bankruptcy filings or terminations of emergency ambulance service involving your organization within the past 5 years;
- All litigation in the past ten (10) years involving your organization or any principal officers. Identify Plaintiff, Defendant, and your firm's role in each proceeding as well as the outcome or current status of each proceeding;
- The Nondiscrimination Certification attached to this RFP as Appendix A; and
- The Acknowledgment of Truthful Representations attached to this RFP as Appendix C.

SECTION 5. CONSTRAINTS ON THE SUCCESSFUL FIRM

A. Contractor’s Responsibility

The Contractor will be required to enter a contract with the Borough. It shall be the Contractor’s responsibility to perform under that Contract and provide continuous and smooth operations of service as specified in the proposal.

The Scope of Work is intended to cover the complete services that may be required. It shall be expressly understood, however, that failure to mention any work which would normally be required in order to provide the specified services shall not relieve the Contractor of its responsibility to perform such work.

B. Annulment of Contract

Should the Contractor fail to fully satisfy the Borough or to comply with orders of the Borough, or if the Contractor shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the Borough shall have the right to annul the Contract at the Borough's convenience.

C. Personal Liability of Public Officials

In carrying out any of the provisions of the Contract or in exercising any power or authority granted therein, there shall be no personal liability upon the Borough or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the Borough.

D. Insurance

The Contractor shall agree to keep in force, at its own expense, the following insurances. Inclusion of appropriate certificates of insurance will satisfy this requirement.

Insurance Requirements

Comprehensive General Liability	\$2,000,000.00
Medical Malpractice	\$2,000,000.00
Motor Vehicle	\$5,000,000.00
Workers Compensation as required by statute to cover employees engaged in work under this Contract	

Upon award of contract, the Contractor shall provide copies of Certificates of Insurance with the Borough of Brentwood named as an "Additional Insured" to Liability Coverage for the duration of the Contract.

E. Indemnity

Any contract entered into as a result of proposals submitted in response to this RFP shall include a clause whereby the Contractor agrees to hold harmless, defend at its own expense, and indemnify the Borough and the agents, officers, employees, and volunteers of the Borough from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees arising from acts or omissions of the Contractor and its agents, officers, employees, volunteers, contractors, and subcontractors. Such indemnification shall exclude; however, such liability, claims, losses, damages or expenses as arise from the sole negligence or willful acts of the Borough or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under the contract. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under the contract, providing that nothing shall require either party to disclose any documents, records or communications that are protected by any legally recognized privilege.

SECTION 6. COMPLIANCE WITH THIS RFP

All proposals submitted shall be in strict compliance with this RFP. Failure to comply with any provision in the RFP may result in disqualification or rejection of the proposal.

**SECTION 7. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS
IN RFP**

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in this RFP must be reported immediately to the Borough of Brentwood, George Zboyovsky, PE, ICMA-CM, 3735 Brownsville Road, Pittsburgh, PA 15227, in writing and a request made for modifications or clarification. All changes to RFPs will be made in writing (addendum) and all parties who have received the RFP will receive the addendum. Proposers are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.

SECTION 8. IMPLIED REQUIREMENTS

Any service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the Proposer, must be included in the proposal.

SECTION 9. PROPOSALS AND PRESENTATION COSTS

The Borough of Brentwood and its agencies are not liable in any way for any costs incurred by the Proposers in the preparation of their proposals in response to the RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

Submission of a Proposal to this RFP constitutes a complete waiver of any claims whatsoever against the Borough that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be made publicly available.

At any time following the opening of Proposals, the Borough may request a Proposer to provide additional information or documentation for clarification of its Proposal. Proposers will also be requested to make a formal oral presentation to the proposal review panel and to respond in person to questions from the panel. Such requests must be fulfilled by the Proposer or its Proposal may be rejected.

SECTION 10. REJECTION OF PROPOSALS

The Borough of Brentwood, or its agencies, reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal.

Unreasonable failure of a Proposer to promptly supply the Borough with information with respect to responsibility may be grounds for a determination of non-responsibility.

All RFPs are contingent upon budgetary constraints.

SECTION 11. EXCEPTIONS TO FORMAT

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered non-responsive and rejected. Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document; if there are no exceptions, proposer must expressly state that no exceptions are taken.

SECTION 12. VALIDITY OF PROPOSALS

All proposals shall be valid for ninety (90) days from the deadline for submitting proposals and become the property of the Borough. If negotiations result in modifications to the RFP, the ninety (90) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Respondent and the Borough of Brentwood.

SECTION 13. EVALUATION CRITERIA

All proposals will be evaluated on the factors below. Brentwood reserves the right to add additional evaluation criteria as it deems appropriate.

A. Expertise and Experience

The technical expertise and experience of the firm will be evaluated using the following factors:

	Evaluation Categories	POINTS
1	Contractor’s Experience	<u>20</u>
2	Qualifications of Personnel	<u>20</u>
3	Financial/Sustainability	<u>30</u>
4	The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.	<u>20</u>
5	Vehicles/Equipment/Location	<u>30</u>
6	Costs/Fees	<u>20</u>
7	Interview	<u>20</u>
	TOTAL POINTS	160

1. Contractor’s Experience

Proposals will be evaluated to determine whether they include documentation (including references, and service level/response time reports) of successful operations in the Borough and/or other municipalities, especially those of similar size and density. Background and overall experience will be considered.

2. Qualifications of Personnel

Through this project, Brentwood Borough will be attempting to secure timely and efficient services for its residents. Resumes/qualifications of Vendor personnel will be scrutinized to ensure this requirement is met. Proposals will be evaluated to determine whether the personnel team offered is adequately certified and trained. The Vendor’s methods for ensuring quality control will be taken into consideration.

3. Financial/Sustainability

Proposals will be evaluated to ensure that the organization is financially stable and that the organization will be able to provide services in the future. The Borough is looking for a vendor that has sound finances and the ability to demonstrate their organization’s long term sustainability.

4. The clarity and completeness of the proposal and the apparent general understanding of the work to be performed

The Borough is looking for a vendor that will provide high levels of service and, as appropriate, new approaches that will result in increased efficiency and the highest quality of service to residents of the Borough. The best proposals will demonstrate a thorough and accurate understanding of the Borough's needs and careful thought as to the best way to provide critical services to Borough residents.

5. Vehicles/Equipment/Location

Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Contractor. Ambulance replacement shall occur on a regular schedule and the Contractor shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System. Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work.

Borough expects that all Ambulances, equipment, and any locations of operations used in the performance of the Agreement will be maintained in an excellent manner. Any Ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must be immediately removed from service.

6. Costs/Fees

Proposals shall include any costs/fees associated with providing services to Brentwood. The Proposers shall include justification associated with any costs/fees that are presented.

7. Interview

All Contractors submitting proposals MAY be invited to give an oral presentation explaining their proposal. ALL APPROPRIATE PERSONNEL must be able to attend the initial interview on **Monday, July 11, 2022** with Brentwood Representatives.

B. Proposal/Evaluation Schedule

The following is the tentative schedule that will be used in the evaluation process. Certain parts of the process may take more or less time than indicated.

- Send Out RFP April 15, 2022
- Deadline for Questions Thursday, May 16, 2022
- Deadline for RFP Thursday, May 26, 2022 @ 10:00 AM
- Interviews (If Needed) Monday, July 11, 2022
- Council Action To Be Determined
- Award Project/NTP To Be Determined

SECTION 14. NOTICE OF INTENT TO AWARD

The Borough will issue a “Notice of Intent to Award.” At the time of the issuance of the Notice of Intent to Award, non-winning proposers’ right to protest will become ripe, and Borough staff will begin the process of placing the contract award on a future agenda of the Brentwood Borough Council for recommendation. Although the Notice of Intent to Award may tentatively identify a Borough Council meeting date upon which the award recommendation will be considered, such date selection shall not be binding upon the Borough. If there are any delays in the procurement timeline, all Proposers will be notified by the Borough.

SECTION 15. CONTRACT

The successful Vendor will be required to enter a Contract with the Borough of Brentwood. The Borough of Brentwood reserves the right to negotiate the exact terms of an EMS services contract.

END

APPENDIX A

Request for Proposals for: EMERGENCY MEDICAL SERVICES FOR BRENTWOOD BOROUGH.

[THIS CERTIFICATION IS REQUIRED]

NONDISCRIMINATION

Nondiscrimination and equal opportunity are the policy of the Borough of Brentwood in all its decisions, programs, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions, Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955 (P.L. 744), as amended, 43 P.S. §§ 951 et. seq., by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

During the term of any contract that may be awarded pursuant to this RFP, the Vendor agrees as follows:

- (a) Vendor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Vendor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Vendor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.
- (b) Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants **will** receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- (c) Vendor shall send each labor union or workers' representative with whom it has collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this nondiscrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (d) It shall be no defense to a finding of noncompliance with this nondiscrimination certification that Vendor has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(e) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Vendor will be unable to meet its obligations under this nondiscrimination certification, Vendor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

(f) Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the nondiscrimination certification or with any such laws, any contract between Vendor and the Borough may be terminated or suspended, in whole or part, and Vendor may be declared temporarily ineligible for further **Borough of Brentwood** contracts, and other sanctions may be imposed and remedies invoked.

(g) Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the **Borough of Brentwood** Borough Manager, for purposes of investigation to ascertain compliance with the provisions of this certification. If Vendor does not possess documents or records reflection the necessary information requested, it shall furnish such information on reporting forms supplied by the **Borough of Brentwood** Borough Manager.

(h) To the extent that its provision of services pursuant to this RFP involves the use of subcontractors, Vendor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

(i) To the extent that its provision of services pursuant to this RFP involves the use of subcontractors, Vendor shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(j) Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania, or where any contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(NAME OF VENDOR)

BY: _____

APPENDIX B

VENDOR CHECKLIST

The following is a checklist to assist vendors in verifying all required information is provided at the RFP opening. It remains the VENDOR'S responsibility to ensure all information is complete and attached, including information, which may not be listed on this checklist. Any information missing at the time of the proposal opening may result in rejection of the RFP proposal. No proposals will be accepted after the designated RFP opening time. With any questions, please contact George Zboyovsky, PE, Borough Manager, at gboyovsky@brentwoodboro.com.

- RFP package labeled properly for identification.
- Letter of Transmittal
- Profile of the Firm
- List of Communities Currently or Previously Served
- All Other Documentation Required by Section 4, Parts A-F
- Proof of maintenance of the insurance required by Section 5, Part D
- Legal Proceedings
- Nondiscrimination Certification (Appendix A)
- Acknowledgement of Truthful Representations (Appendix C)
- One (1) original and eight (8) copies of the proposal package shall be submitted.
- One (1) electronic copy of the proposal package shall be submitted.

APPENDIX C

ACKNOWLEDGEMENT OF TRUTHFUL REPRESENTATIONS

Please read and sign the statement below.

(Unsigned proposals will be discarded and not be considered.)

The facts set forth in the submittal are true and complete, to the best of my knowledge. I understand that if contracted, false statements on this submittal shall be considered sufficient cause for termination of any agreements. I authorize any of my references to provide any information regarding previous work done related similar projects. I agree that the Borough of Brentwood and my references shall not be held liable in any respect if an agreement is not reached, is withdrawn, or the agreement is terminated because of false statements, omissions or answers made by me in this submittal.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

APPENDIX D: MAP OF BRENTWOOD BOROUGH

