

# Western Virginia EMS Council

## Request for Proposals

### To Conduct Category 1 EMS Continuing Education and EMS Auxiliary Courses

The Western Virginia EMS Council (the “council”) is seeking proposals from qualified EMS educators, organizations and jurisdictions (“vendors”) to provide course(s) of instruction for Category 1 EMS continuing education and/or EMS “auxiliary” courses. Funding for these courses is provided through a contract between the council and the Virginia Department of Health Office of Emergency Medical Services (the “OEMS”). The council intends to contract with one or more vendors or optionally employ individuals to conduct these courses. Various terms and conditions specified by OEMS apply equally to the council, its employees and selected vendor(s). Funding associated with this program is available for approved courses **conducted between July 1, 2018 and June 30, 2019.**

Interested vendors shall submit a proposal indicating their interest in and stating how each of the following items will be accomplished. The proposal should clearly differentiate between the Category 1 EMS continuing education courses and EMS auxiliary courses.

**Completion of the attached “Proposal – Instructor Application” with any required attachments meets the requirements for submission. The application is also available on line at [www.wvems.org/proposal](http://www.wvems.org/proposal).**

### Category I EMS Continuing Education

Plan and conduct Category I EMS Continuing Education (CE) courses live, in-person courses, based on the content in the NR NCCP and VAOEMS CE educational criteria, in one or more of the 18 localities served by the Western Virginia EMS Council (shown below), and not coming these courses with another funded CE or auxiliary course.

- Alleghany County
- Botetourt County
- Craig County
- Floyd County
- Franklin County
- Giles County
- Henry County
- Montgomery County
- Patrick County
- Pittsylvania County
- Pulaski County
- Roanoke County
- Covington city
- Danville city
- Martinsville city
- Radford city
- Roanoke city
- Salem city

The vendor shall:

- Identify and provide for a convenient location with a suitable classroom environment and necessary instructional equipment for each course, ideally centrally located within each locality, meeting the geographic needs of the EMS providers within that locality. The course may be taught in one stationary location or rotated to different suitable locations within each locality.
- Conduct and teach each course consistent with, and in compliance with, all applicable OEMS regulations and the Virginia EMS Training Program Administrative Manual, most current edition.

- Complete and submit an OEMS Course Approval Request form for each CE course at least 30 days in advance of each course, and provide a copy of the course approval request to the council when it is submitted to OEMS. The vendor shall also indicate a council-provided “assisting instructor” on each course approval request for the purposes of receiving course information only.
- Conduct CE courses such that they conclude on or before June 30, 2019. The courses should be scheduled and conducted with participant/EMS agency needs, shifts and convenience in mind.
- Announce each course as an “open” course with reasonable accommodation to include Virginia EMS providers who do not live in or are not affiliated with the EMS agency or agencies within the jurisdiction where the course is being offered.
- Scan and electronically submit course attendance to OEMS upon completion of topic.
- Administer and collect post-course student evaluations (to include minimum information requested by the council), and provide copies of completed evaluations to the council at the conclusion of each course.
- Submit a signed course roster, including only Virginia certified EMS providers, to the Council within 10 days of each topic. The roster shall include, at minimum, the students’ name, OEMS certification number, topic information, location and FIPS code where taught, date transmitted to OEMS, as well as the instructor’s name(s), OEMS certification number if applicable, address, telephone, email, and course or class role.
- Prior to the start of any services, once each year, submit a Commonwealth of Virginia Substitute W-9 (Request for Taxpayer Identification Number and Certification).
- Indicate, by name, title, OEMS certification number (if applicable), and with a brief background of qualifications, the instructor(s) to be utilized to teach any part of the course(s).
- Abide by General Terms and Conditions related to state purchasing, as well as special terms and conditions, attached at the end of this request for proposals.

Compensation: The vendor will be paid at \$35 per hour (inclusive of all vendor costs) for Category 1 CE courses taught. The vendor will not charge Virginia EMS providers any fee for participating in these Category 1 CE courses.

If more than one instructor is utilized to instruct these courses, the council may negotiate with the vendor a plan of payment to individual instructors a portion of the compensation if desired as well as a periodic schedule of payments to the vendor or individual instructors if desired.

Vendors may submit proposals to offer any number of CE courses in any number of localities.

## **EMS Auxiliary Courses**

Various one- and multi-day courses developed by various national organizations, which are recognized by the OEMS for this purpose are known as auxiliary courses and include, at this time:

American Heart Association (AHA):

- Advanced Cardiac Life Support (ACLS)
- Pediatric Advanced Life Support (PALS)
- Pediatric Emergency Assessment, Recognition and Stabilization (PEARS)

#### American College of Emergency Physicians (ACEP)

- International Trauma Life Support (ITLS)
- Pediatric International Trauma Life Support (PITLS)

#### National Association of EMTs (NAEMT)

- Prehospital Trauma Life Support (PHTLS)
- Emergency Pediatric Care (EPC)
- Advanced Medical Life Support- Advanced Course (AMLS)
- EMS Safety
- Geriatric Education for EMS (GEMS)
- Principles of Ethics and Personal Leadership (PEPL)
- Tactical Emergency Casualty Care (TECC)

#### American College of Pediatrics (AAP)

- Pediatric Education for Prehospital Providers (PEPP)

#### The vendor shall:

- Plan and conduct EMS auxiliary courses within any of the 18 localities served by the Western Virginia EMS Council (shown above), and not comingle these courses with another funded CE or auxiliary course.
- Identify and provide for a convenient location with a suitable classroom environment and required instructional equipment for each course.
- Conduct and teach each course consistent with, and in compliance with, all applicable OEMS regulations and the Virginia EMS Training Program Administrative Manual, most current edition and as designed and in compliance with the requirements set forth by the certifying, sponsoring, approving or parent organization for each course.
- Complete and submit an OEMS Course Approval Request form for each course at least 30 days in advance of each course and provide a copy of the course approval request to the council when it is submitted to OEMS. The vendor shall also indicate a council-provided "assisting instructor" on each course approval for the purposes of receiving course information only.
- Scan and electronically submit course attendance to OEMS upon completion of each course.
- Administer and collect post-course student evaluations (to include minimum information requested by the council), and provide copies to the council.
- Submit a signed course roster, including only Virginia certified EMS providers, to the Council within 10 days of completion of each course. The roster shall include, at minimum, the students' name, OEMS certification number, topic information, location and FIPS code where taught, date transmitted to OEMS, as well as the instructor's name(s), OEMS certification number if applicable, address, telephone, email, and course or class role.
- Process and complete all administrative work required by the certifying, sponsoring, approving or parent organization for each course to ensure that each student receives the requisite certification.
- Prior to the start of any services, once each year, submit a Commonwealth of Virginia Substitute W-9 (Request for Taxpayer Identification Number and Certification).

- Abide by General Terms and Conditions related to state purchasing, as well as special terms and conditions, attached as the end of this request for proposals.

Compensation: The vendor will be paid at \$60.00 per student for each auxiliary course. The vendor may also charge a course fee, however, that fee must be reduced by \$60.00 for each Virginia EMS provider participant under terms of this program. Documentation must be provided to course participants and to the council indicating the fees charged to attendees and showing the \$60.00 reduction for Virginia EMS providers.

**The Western Virginia EMS Council will:**

Solicit requests for proposals to conduct the EMS CE and auxiliary courses described above. Proposals will be reviewed, scored and awarded based on the council's Fiscal Management Policy and the additional terms and conditions that follow.

Assist with the advertisement and promotion of scheduled EMS CE and auxiliary courses throughout the EMS region via the council's website, social media outlets and email newsletter.

Randomly monitor the quality of instruction via in-person visits to scheduled courses, provide and review student evaluations.

Pay vendors within 30 days of successful completion of each course and receipt of the required roster, student evaluations and related course completion information as may be required.

Submit rosters and invoices to OEMS for reimbursement to the council.

Submit quarterly and annual training reports to OEMS in the required format.

Notify OEMS of any withholding of vendor payment due to performance or any other reason.

**Submission deadline, Pre-submission conference**

Pre-submission conference calls to review this RFP and address questions from potential vendors will be held as needed. Potential vendors are not required to participate. Any RFP changes as a result of the conference, as well as answers to questions, will be posted on the council's website and distributed to vendors who have expressed an interest in submitting a proposal. Call 540.562.3482 to schedule.

**The deadline for submission of proposals for Category I EMS Continuing Education courses is December 31, 2018.**

**The deadline for submission of proposals for Auxiliary courses is open and continues until April 30, 2019 or until designated Auxiliary course funding for the WVEMS region is fully obligated, whichever comes first.**

**GENERAL TERMS AND CONDITIONS:**

A. VENDORS MANUAL: The council's agreement with VDH, and any subsequent agreement with vendors, is subject to the provisions of the Commonwealth of Virginia Vendors Manual. A copy of the manual is available for review at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The vendor shall comply with all applicable federal, state and local laws, rules and regulations. All parties are encouraged to resolve any issues in controversy or dispute arising from any agreement using Alternate Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366) and as described in Chapter 9 of the Vendors Manual.

C. ANTI-DISCRIMINATION: By signing any agreement related to this solicitation, the vendor certifies will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every agreement over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of the agreement the vendor agrees as follows:
  - a. The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonable necessary to the normal operation of the contractor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The vendor, in all solicitations or advertisements for employees placed for or on behalf of the contractor, will state that such vendor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting these requirements.
2. The vendor will include the provisions of 1. Above in every subcontract or subagreement for purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By signing any agreement as a result of this solicitation, the vendor certifies that their contracts are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: The vendor certifies that the vendor does not, and shall not during the performance of the any agreement resulting from this solicitation knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

H. PRECEDENCE OF TERMS: These General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

I. ASSIGNMENT OF AGREEMENT: Any agreement resulting from this solicitation shall not be assignable by the vendor in whole or in part without the written consent of the council.

J. DEFAULT: In case of failure to deliver goods or services in accordance with the terms and conditions of any agreement resulting from this solicitation, the council, after due oral or written notice, may procure them from other sources and hold the vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the council may have.

K. DRUG-FREE WORKPLACE: During the performance of any agreement resulting from this solicitation, the vendor agrees to (i) provide a drug-free workplace for the vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subagreement or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

L. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

M. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**SPECIAL TERMS AND CONDITIONS:**

A. **AUDIT:** Any vendor entering into an agreement with the council as a result of this solicitation shall retain all books, records, and other documents relative to this contract for two (2) years after final payment, or until audited by the Commonwealth of Virginia or the council, whichever is sooner. The council, its authorized agents, the OEMS, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. **CANCELLATION:** The council reserves the right to cancel and terminate any agreement as a result of this solicitation, in part or in whole, without penalty, upon 60 days written notice to the vendor. Any cancellation notice shall not relieve the vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

The council reserves the right to immediately cancel and terminate any agreement as a result of this solicitation for cause if any of the following conditions are determined to have occurred:

1. For purposes of this paragraph, "for cause" includes violating the terms of the agreement, the submission of falsified records to the council or to the OEMS, or the distortion, forgery, or misrepresentation of information to the council, the Office of EMS, EMS Providers, or students.
2. Any agreement as a result of this solicitation may be terminated if the council determines that a breach exists that endangers the health, safety or welfare of the population to be served or jeopardizes the financial or programmatic provision of functions and services.

Termination for cause may result in the council refusing to entertain contracts or agreements with vendor for a period of five (5) years. If the submission of falsified records or the distortion, forgery, or misrepresentation of information is discovered after disbursement of funds, the vendor shall return all funds disbursed. Nothing in this section shall be construed to prohibit the council from taking legal action against the vendor.

C. **VENDOR DISQUALIFICATION FOR THIS PROGRAM:** Neither the vendor submitting a request for funding, nor any subcontractor, employee or instructor who will teach in any program as a result of this solicitation shall have had any enforcement actions by OEMS within the last five (5) years. An enforcement action is defined in 12VAC5-31, EMS Regulations. The vendor and any subcontractors shall not be on the Vendor Debarment List maintained by the Commonwealth's Department of General Services.

D. **INDEMNIFICATION:** The vendor agrees to indemnify, defend, and hold harmless the council, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the vendor, any services of any kind or nature furnished by the vendor, provided that such a liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the vendor on the materials, goods, or equipment delivered.

E. **CHANGES TO THE AGREEMENT:** Any and all changes, modifications, or revisions to any agreement resulting from this solicitation shall only be made by the council and shall be mutually agreed upon by the Parties in writing and executed by the Parties at least 30 days prior to taking effect.

F. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The vendor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Vendors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Vendors shall allow the council and/or the OEMS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Vendors and their employees working on this project may be required to sign a confidentiality statement.

G. **PENALTY:** If the vendor does not fully provide services as specified in any agreement resulting from this solicitation, the funding amount for said vendor may incur a penalty of 25% of its face value or may result in nonpayment for failure to complete services.

H. **SUBCONTRACTS:** The vendor may subcontract portions of the work, provided, the subcontractors meet the requirements as specified in 12VAC5-31 of the state EMS regulations, the OEMS Training Program Administration Manual (TPAM) and the Emergency Medical Services Training Funds (EMSTF) Administrative Policies. The vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

I. **MULTIPLE VENDORS:** The council reserves the right to award multiple awards and/or select multiple vendors as a result of this solicitation.

## **SCORING OF PROPOSALS**

The following will be considered when reviewing proposals:

1. Completeness of the proposal. The degree to which the proposal addresses each item in this RFP will increase the vendor's score.
2. Vendor's (and/or their designated instructors') past successes in providing EMS CE courses and/or auxiliary courses, as applicable. The council reserves the right to verify any claims of successful past performance. The greater the experience conducting these courses, and examples of successful outcomes and positive student evaluations, will increase the vendor's score.
3. Is the vendor, or does the vendor represent a Designated Emergency Response Agency (DERA)? A vendor who is, or represents, a DERA will increase the vendor's score.
4. Price. While there is an established fixed compensation for each hour of CE or each auxiliary course student, the vendor who shows additional return on investment for this funding will increase the vendor's score.