

Town of Yorktown
Westchester County, New York
Request for Proposal for Emergency Medical Services

PURPOSE OF THE STUDY

To study the legal, financial, and governmental issues associated with forming one or more special districts for the purpose of raising revenue for the two volunteer ambulance corps that provide ambulance service (Basic Life Support “BLS”) for the Town of Yorktown and a part of the Town of Cortlandt.

INTRODUCTION

Two volunteer ambulance corps (VACs) currently provide ambulance service in the Town of Yorktown and a part of the Town of Cortlandt: The Yorktown Volunteer Ambulance Corps (YVAC) covers most of Yorktown while Mohegan EMS covers the northern part of Yorktown and the northeast part of the adjacent Town of Cortlandt. While the coverage area for both VACs coincides with the boundaries of the Yorktown and Mohegan Fire Districts, the VACs are totally separate legal entities from the fire districts. The boundary of Mohegan EMS is the same as the Mohegan Fire District.

In 2025, the two VACs responded to over 5,700 calls.

Both VACs are experiencing financial stress due to the increasing volume of calls, the need to hire paid staff to cover some shifts, and rising costs that are only partially covered by patient reimbursements, either through insurance companies, direct billing or Medicare/Medicaid payments, donations, and fund raising.

BACKGROUND

The Yorktown VAC services an area of approximately 36 square miles and a population of approximately 30,000 people and includes a senior housing complex of 171 units, an assisted living facility with 105 units, six adult group homes and two urgent care centers. The coverage area also includes four shopping centers, a state park and other active recreational facilities that attract out-of-town visitors. The VAC responded to 1,711 calls in 2025, a 25% increase over the past ten years. Its 2025 budget totals \$1.2 million.

Mohegan EMS services an area of approximately 42 miles and population of over 30,000 residents, including a 1,000-unit senior citizen complex, two newly approved senior developments with 298 planned units, an assisted living facility, three nursing homes, two indoor shopping malls and businesses in Cortlandt Manor, Shrub Oak, Jefferson Valley, Mohegan Lake and Crompond. The VAC responded to 4,098 calls in 2025, with the number of calls increasing every year for the past number of years. Its 2026 budget totals \$2.1 million.

Both VACs are part of a county-wide mutual aid network.

Both VACs work in conjunction with the Advanced Life Support (ALS) services directly funded by both towns: the Town of Yorktown has a special taxing district that funds a contract with a third-party vendor; the Town of Cortlandt uses a line item in its budget to fund the not-for-profit Cortlandt-Peekskill Regional Paramedic Service.

EXAMPLE OF TYPES OF ISSUES TO BE ADDRESSED IN STUDY

Legal issues

- Under New York State law, can an ambulance special district include properties in more than one town, e.g., like fire districts that cross municipal boundaries?
- If yes, could the one district include all Yorktown properties and the properties in the Town of Cortlandt that are serviced by Mohegan EMS?
- If not, should there be two ambulance special taxing districts for the purpose of raising revenue:
 - A Cortlandt district for parcels serviced by Mohegan EMS
 - A Yorktown district for all Yorktown parcels serviced by the Yorktown VAC and the Yorktown parcels currently serviced by Mohegan EMS?
- If a single Yorktown district, instead of creating a separate ambulance district, could the town use its existing ALS district and simply increase the tax rate to include both ALS and BLS costs?
- If a multi town special district is not possible and each town created its own ambulance district, what legal framework might be needed for the two districts to work together?

Financial issues

- Project the future financial needs of both VACs assuming no decrease in response time; using current and projected expenditure and revenue estimates; an anticipated increase in the number of calls due to new senior developments; and an anticipated continuing decrease in the number of volunteers.
- Project the size of the shortfall between expenditures and revenue over the next five years and the amount of money each VAC would need to cover the financial gap.
- Review the pros and cons of different methodologies for allocating revenue between the two VACs and between the two towns, including call volume, population, ad valorem, other.
- Using projected revenue gap and factoring in the equalization rate, project the tax impact for the “typical” homeowner for both towns.
- If municipal funding support is anticipated, include options on how funding could be shared between municipalities based on other examples (i.e. population, acres, combination, etc.).

Governance issues

- Identify the legal and financial issues involved in the relationship between the towns and what type of agreements may be needed, e.g., an IMA.
- Identify the legal and financial issues involved in the relationship between the VACs and the town boards, e.g., could an audit be required under both or just one alternative?
- Outline the options for the composition of the governing body, e.g., options for who could be the commissioners.
- If more than one district is needed, outline how they would work together.

Operational Issues

- Analyze community service levels that are acceptable for the community. For example, what percentage of Priority 1 calls are responded to in under 9 minutes.
- Analyze expectations for ALS/paramedic and BLS coverage and staffing levels necessary to achieve performance standards.

- Analyze total number of calls, the size of the areas covered (incl. distance times to farthest locations), the number of times refused medical attention (RMA) which resulted in no reimbursement from the patients, Mutual Aid calls into the service area vs. mutual aid provided outside the service area
- Review of billing practices and evaluate how to optimize revenue collection.
- Identify areas where the agency and municipalities could save money through shared services, e.g., sharing fuel, vehicle repair, purchasing, dispatching.

REQUIRED REPORTS

- Draft report subject to review by Town Board for completeness
- Final report that addresses Town Board feedback on Draft report

SUBMISSION REQUIREMENTS

Interested Proposers must submit the following:

- Demonstrated experience doing similar studies for similar sized VACs and references from the clients.
- The principals who would conduct the study and their credentials and experience doing similar studies.
- Plan for performing the study, including an estimated time frame for completing the draft and final reports.
- Price for conducting the study, including any variables that could increase or decrease the scope or cost of the project and allowable reimbursable expenses.
- When you could start the project.
- A non-collusion certification as required by General Municipal Law Section 103(d).
- A disclosure of relationships to the Town of Yorktown.

EVALUATION CRITERIA

In selecting the Proposer(s) with whom to commence contract negotiations, and in ultimately awarding any agreement resulting from this solicitation, the Town will choose the response that it determines, in its sole discretion, is most advantageous to the Town.

In order to determine what response is most advantageous, the Town will evaluate all responses on the basis of the criteria specified below. These criteria are not necessarily listed in order of importance. The Town reserves the right to weigh its evaluation criteria in any manner it deems appropriate. While financial terms will be a factor in consideration of the responses, it is not the sole criterion.

- Experience and Qualifications of Proposer.
- Financial proposal.
- Plan that is responsive to the scope of study
- A determination that the respondent has submitted a complete and responsive response as required by this solicitation, including the non-collusion certification as required by General Municipal Law Section 103(d) and a disclosure of relationships to the Town of Yorktown.

PROPOSAL SUBMISSION INFORMATION

Sealed proposals must be received by the Town Clerk at the Office of the Town Clerk, Town Hall, 363 Underhill Avenue, Yorktown Heights, New York 10598 by 11:00 a.m. on Thursday, August 20, 2026.

This request for proposal will be posted on the Town of Yorktown's website at www.yorktownny.gov.

The Town is not responsible for any internal or external delivery delays that may cause the proposal to arrive beyond the deadline. To be considered, a proposal MUST arrive at the Town Clerk address specified herein and have a time stamp showing that it was submitted prior to the deadline.

INSURANCE

Prior to commencement of any work and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor/Provider" as used in this indemnification agreement shall mean and include Subcontractors of every tier, and all consultants and/or material suppliers that will be active at the site at any time during the Lease period.

- Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - Premises & Operations;
 - Products/Completed Operations;
 - Independent Contractors;
 - Personal & Advertising Injury;
 - Blanket Contractual Liability;
 - XCU;
 - Town and its assigns, officers, employees, elected officials, attorneys, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town, assigns, officers, employees, elected officials, attorneys, representatives and agents.
 - General Aggregate shall apply separately to each project (must be on an occurrence form).
 - Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).
- Worker's Compensation and Employers Liability Policy, covering operations in New York State. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included.
- N.Y.S. Disability, covering all employees. Evidence must be provided on a DB 120.1.

- Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
 - Town and its assigns, officers, employees, elected officials, attorneys, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town, assigns, officers, employees, elected officials, attorneys, representatives and agents. Coverage shall apply on a primary and non-contributory basis, including any self insured retentions
- Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town. Policies that lapse and/or expire during term of work shall be recertified and received by the Town no less than thirty (30) days prior to expiration or cancellation.
- The Contractor/Provider shall furnish to Town Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town as an Additional Insured by endorsement. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. The failure of the Town to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town.
- The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the proposal terms.
- All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

SUBCONTRACTING

Except as to the extent contemplated herein, in the response and permitted in the contract, the contract will prohibit the assignment or subcontracting without the Town’s express prior written approval, which will not be unreasonably withheld.

INDEMNIFICATION

The contract will require that the contractor defend, hold harmless and indemnify the Town and its officers, elected officials, attorneys, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising directly or indirectly from the work, the contractor or any subcontractor performance, or by anyone who supplies materials for the Project.

Specifically, the Proposer will be required to agree to the following language:

- (a) that it shall indemnify and hold harmless the Town, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, actions, demands, costs, judgments, fees, attorneys’ fees or loss arising directly or indirectly out of this agreement, including without limitation, implementation of the Project, and of the acts or omissions hereunder by the Town or third parties under the direction or control of the Town; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, including without limitation, implementation of the Town and to bear all other costs and expenses related thereto; and

(c) in the event the Contractor does not provide the above defense and indemnification to the Town, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provisions, then the Contractor shall reimburse the Town's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

COMPLIANCE WITH LAWS

The contract will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.

GOVERNING LAW, VENUE

All contracts entered into by the Town shall be governed by the Laws of the State of New York, without effect to its conflict of laws provisions. Any disputes shall be resolved within the venue of the State of New York.

These instructions outline the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted.

RESERVATIONS

The Town reserves the right to reject any or all proposals, or any part of a proposal, and to select the proposal deemed to be in the best interest of the Town. It is the Town of Yorktown's intention that the Contract(s) will be awarded based on a combination of qualifications and financial benefit to the Town. The Town of Yorktown reserves the right to select a proposal other than the proposal with the lowest cost, pursue some aspects of a proposal and not others, reject any and all proposals, to waive defects in the submission whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all. The Town reserves the right to re-advertise for Proposals.

No response will be accepted from, nor any agreement awarded to, any respondent that is in arrears upon any debt or in default of any obligation owed to the Town. Additionally, no agreement will be awarded to any respondent that has failed to satisfactorily perform pursuant to any prior agreement with the Town.

NO COMMUNICATIONS OF ANY KIND BY THE TOWN DURING THIS PROCUREMENT PROCESS WILL BE BINDING AGAINST THE TOWN WITH RESPECT TO THIS SOLICITATION.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this proposal, Proposer and each person signing on behalf of Proposer certifies, 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:

- 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 Proposer or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 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 proposal for the purpose of restricting competition.

A proposal shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Proposer cannot make the foregoing certification, Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (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 of 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.

Dated: _____

Proposer: _____
(Legal name of person, firm or corporation)

By: _____
(Signature)

(Please Print Name)

(Title)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)ss

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)

TOWN OF YORKTOWN

REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE TOWN OF YORKTOWN

Name of Proposer: _____

Address: _____

Telephone No.: _____ Fax No.: _____

The Reporting Entity is (please check one):

Individual _____ Corporation _____ Partnership _____

A.) Related Employees: Are any of the employees that you will use to carry out this contract with the Town of Yorktown also an officer or employee of the Town of Yorktown, or the spouse, or the child or a dependent of a Town officer or employee?

Yes _____ No _____

If yes, please provide details:

B.) Related Owners:

1. If you are the owner of the Company, are you or your spouse an officer or employee of the Town?

Yes _____ No _____

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used.

Interest means a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, his or her spouse, child or dependent, whether as a result of a contract with the Town or otherwise. For the purpose of responding to these questions, a Town officer or employee shall be deemed to have an "interest" in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the Town;
- b. A firm, partnership or association of which such officer or employee is a member or employee;
- c. A corporation of which such officer or employee is an officer, director or employee;
and
- d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the Town have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes _____ No _____

I am the _____ (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty of perjury.

Signature: _____

Print Name: _____

Print Title: _____

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)ss

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)

