



TOWN OF WEYMOUTH

REQUEST FOR PROPOSALS

Emergency Ambulance Services

July 1, 2018 to June 30, 2021

Due: Wednesday, October 25, 2017

Awarding Authority:

The Awarding Authority is the Mayor of Weymouth with the advice and recommendation of the Evaluation Committee and the Town of Weymouth's Chief Procurement Officer.

Evaluation Committee:

The Evaluation Committee shall be responsible to review, score, and submit their recommendation for the bid award to the Town of Weymouth's Chief Procurement Officer. The members of the committee will include the following Town of Weymouth employees: Fire Chief, Police Chief, Director of Emergency Management/Civil Defense, Director of Health, and Chief of Staff or any of their designees.

Contact:

Adele Cullinane, Procurement Officer
Town of Weymouth
75 Middle Street
Weymouth, MA 02189
p: (781) 682-3843
c: ACullinane@weymouth.ma.us

REQUEST FOR PROPOSALS (RFP)
EMERGENCY AMBULANCE SERVICES

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The Town of Weymouth (Town) seeks proposals from interested parties for the provision of emergency ambulance services. A contract for ambulance service is expressly exempt from the public bidding requirements under General Laws, chapter 30B, § 1(b)(24). Accordingly, the Town shall not evaluate proposals, nor shall the Town award this contract, pursuant to the provisions of chapter 30B. The Town reserves the right to award this contract to the Vendor whose proposal is determined to be in the best interests of the Town. The Town reserves the right to accept any proposal or to reject any or all proposals if the Evaluation Committee (Committee) deems it in the best interest of the Town to do so.

I. General Information

The Town of Weymouth encompasses approximately 23,624 residential housing units, and 1,368 employer establishments, some of whom are major employers. The Town is a very large, densely populated suburban community covering 17 square miles. Several state highways, including Routes 3, 18, and 53, run through the Town bringing a high number of vehicles and non-residents through the Town. Therefore, while census figures establish the Town's population at just over 55,304 persons, the Town's service requirements exceed our actual population most days of the year.

The Town estimates call volume will be in the range of 4,000 to 7,000 provider runs annually. The Town's Fire Chief verified this estimated run count as generally accurate, relying upon records that count runs dispatched by the present ambulance provider, not actual transports to hospital. Calls for service include E911 landline calls to our dispatch center, priority level calls made to the ambulance provider directly, calls to non-emergency lines of the Fire and Police Departments transferred to the ambulance provider, and emergency calls placed from cellular phones.

The contract period is from July 1, 2018 to June 30, 2021.

II. Qualitative Criteria

A. Service Requirements

1. **Level of Service:** The Vendor must be currently licensed by the Commonwealth of Massachusetts to operate an ambulance service providing services at the Paramedic Level pursuant to 105 CMR 170. The Vendor shall maintain the License status for the entire term of the Contract and any renewals. The Vendor must be able to execute an affiliation agreement with South Shore Hospital as the Emergency Medical Direction facility for the length of the contract, in accordance with 105 CMR 170, as adopted under General Laws, chapter 111C governing Ambulance Services and Emergency Medical Care.. The Emergency Medical Director shall be Emergency Medical Services (EMS) Board Certified. The Vendor will assign and remunerate personnel to attend training and orientation sessions at the authorized Medical Oversight Hospital that is responsible for Emergency Medical Direction in the Town's EMS system. The program for training and orientation of system paramedics will be prescribed by the standards established by the Emergency Medical Director and includes, at least, team training within a fully functioning simulation lab. The standards for Paramedics in the Town's EMS system will be established by the Medical Oversight facility.
2. **Vehicles:**
 - a. **General:** All vehicles shall be Class I ambulances pursuant to Federal Ambulance Specifications and General Laws, chapter 111C, and the regulations promulgated thereunder. Vehicles shall have equipment and supplies as required by 105 CMR 170. The Vendor shall maintain and keep all the ambulances required under its contract for ambulance service in good mechanical and operating condition. The vehicles must be inspected every ninety (90) days by a certified automobile mechanic to ensure they are in proper mechanical condition and comply with all safety regulations. All records of inspection and maintenance shall be furnished to the Fire or Police Chief (the Chiefs) immediately upon request. The Vendor shall keep the ambulances in a heated garage or building located in the Town at all times when used in service, except when in response to a call, or strategically placed within the Town for efficient response, or in the performance of repairs. All vehicles utilized by the Vendor must be properly insured, registered, and must display a valid motor vehicle inspection sticker and Massachusetts Ambulance Regulations sticker during the life of the Agreement. Please see Section IV.F for additional insurance requirements.
 - b. **Primary Vehicles and Staffing:** Four (4) Class I type ambulance to meet Federal Ambulance Specifications, specifically *Federal Specification for Star-of-Life Ambulances KKK-A-1822(F)* with Change Notice 9 (July 1, 2016), or later, are to be dedicated to the Town. These primary ambulances shall not be greater than forty-eight (48) months old at any time during the contract period. The ambulances shall be immediately available to the scene and are to be garaged in the Town. At least two (2) ambulances shall be available on a twenty-four (24) hour, seven (7) day per week basis for the life of the contract. The other ambulances shall be available on a schedule less than twenty-four (24) hours per day, but still all seven (7) days per week for the life of the contract. At least two (2) ambulances shall be staffed at all times with two (2) EMT Paramedics and the other ambulances shall be staffed at all times with two (2) Basic EMT's licensed to do ambulance work in accordance with General Laws, chapter 111C, and the

rules and regulations promulgated thereunder. The vehicles must be operated and maintained with all equipment and supplies required for Advanced Life Support (ALS), in accordance with chapter 111C, and the rules and regulations promulgated thereunder. The mandated ALS vehicles shall prominently display via lettering, its designation as "Weymouth EMS" and "Emergency Call 9-1-1". The Vendor shall ensure if either of the primary vehicles assigned to service in the Town becomes inoperative or leaves the Town for any reason, it shall be replaced by an identical class ambulance immediately. The primary ALS ambulances dedicated to the Town shall not be used for non-emergency transfers under any circumstances.

- c. **Back-Up Vehicle and Staffing:** The Vendor shall maintain a first back up Class I type ambulance to meet Federal Ambulance Specifications, specifically *Federal Specification for Star-of-Life Ambulances KKK-A-1822(F)* with Change Notice 9 (July 1, 2016), or later, with amendments to be available to the Town. The ambulance shall be staffed at all times with two (2) EMT Paramedics licensed to do ambulance work in accordance with General Laws, chapter 111C, and the regulations promulgated thereunder. Vehicle must be operated and maintained with all equipment and supplies required for advanced life support in accordance with chapter 111C, and the rules and regulations established thereunder. Once any backup ambulance arrives in the Town, this back-up ambulance shall be required to maintain the same response time to the scene as the primary ambulance. This back-up ambulance shall be owned, operated, and maintained by the Vendor rather than through a mutual aid agreement. Unless there are extenuating circumstances, as agreed upon by the Fire Chief and the Vendor, the maximum available response time for the arrival of the back-up ambulance in the Town shall be fifteen (15) minutes. If any extenuating circumstances arise, the Vendor must notify the Fire Chief, with copies to the Mayor's Office, the Police Chief, and the Health Director in writing within twenty-four (24) hours. Although the Town expects the back-up ambulance would always be an ALS ambulance, the Town requires the back-up ambulance be an ALS ambulance as described above, at least 85% of the time, unless there are extenuating circumstances, as agreed upon by the Fire Chief and the Vendor. Whenever an ALS ambulance is specifically requested, the Vendor will ensure the ALS ambulance is dispatched; and if the Vendor cannot fulfill the request with one of its ALS units, the Vendor will immediately utilize Mutual Aid agreements with outside ambulance companies or agencies to meet all specified response time criteria.
 - d. **Vehicle Deployment and Staffing:** At a minimum two (2) ALS units shall be deployed in the Town, the Vendor shall also deploy other Basic Life Support (BLS) units to the Town, at least one ambulance which will be posted in South Weymouth and at least another ambulance in North Weymouth, which the Fire Chief shall define.
3. **Communications:**
- a. **Communication with Town's Public Safety Departments:** The Vendor will program all units with the Town's Fire and Police frequencies. The Vendor will provide communication equipment as directed by the Chiefs and shall take all reasonable steps necessary to facilitate communications between or among agencies at no cost to the Town.

- b. **Public Safety Answering Point:** The Vendor shall, upon execution of this contract, undertake at its sole cost and expense the establishment of a Public Safety Answering Point, (PSAP) staffed and operated exclusively by the Vendor's personnel, designed to serve as a secondary PSAP for the Town. The facility shall be staffed by Certified Emergency Medical Dispatch (EMD) trained personnel at all times. The Chiefs shall have full discretion in the coordination of this facility with existing Town dispatch facilities and personnel.
 - c. **Dedicated "Ring Down" Line:** The Chiefs will coordinate the development and operation of a dedicated "ring down" direct phone line shall be maintained between the vendor's E911 Dispatch Center, the Police station, and the Fire Headquarters dispatch. The installation and operational charges shall be the responsibility of the Vendor.
 - d. **"Smart 911":** The Vendor shall deploy, at no cost to the Town, on-line medical profiling services, so called "Smart 911".
 - e. **Portable Radios and Cellular Telephones:** The Vendor will provide mobile and portable radio equipment for its ambulances serving the Town that permits direct two-way radio communication between the ambulances and hospital emergency departments to which emergency patients would be transported. The primary and secondary ALS ambulances and responders shall have direct interoperability with the Fire and Police dispatch centers and mobile units via UHF/VHF mobile and portable radios using designated Fire and Police frequencies as well as frequencies designated by the Emergency Medical Director. In addition, each ALS ambulance will carry a portable cellular telephone in case of failure of the Fire or Police Department radio systems and operational charges shall be the responsibility of the Vendor. The equipment shall be compatible with the C-MED Radio Network currently in use in the Metropolitan Boston area.
4. **Personnel:**
- a. **Training:** All Vendor personnel shall be trained and re-trained in compliance with General Laws, chapter 111C. The Vendor will assign and remunerate its agents and employees to attend training and orientation sessions at the authorized hospital responsible for Emergency Medical Direction in the Town's EMS system, quality assurance activities and case reviews. The programs for training and orientation of system paramedics will be prescribed by the standards established by the Emergency Medical Director. These sessions will be arranged and scheduled at times that are mutually agreed upon by the Vendor and the Emergency Medical Director.
 - b. **Personnel Roster:** The Vendor shall furnish the Town at contract execution and henceforth semiannually with a roster of currently employed personnel, which shall include, at least, the following information on each employee: years of experience, name, home address, date of certification, license, and registry numbers. The Town shall retain the right to verify these with the Office of Emergency Medical Services.
 - c. **Background Checks:** The Vendor will conduct criminal background checks on all Vendor employees prior to being assigned to work in the Town, and at least annually thereafter, to determine the employee's suitability and character. The Vendor will comply with all laws and regulations of the Commonwealth of Massachusetts pertaining to criminal background checks.

- d. **South Shore Hospital Medical Direction:** EMS personnel will be authorized to practice by the Emergency Medical Director. Any change to an individual's authorization status, shall be provided to the Chiefs within one (1) week of receipt by the Vendor.
 - e. **Approval of Personnel:** The Chiefs can disapprove whether a person works for the Vendor in the Town. Either Chief can request a person be removed for any non-discriminatory reason, from working in the Town for the Vendor, within the Chiefs' complete and unfettered discretion without liability, consequence, or ramification to the Town, its officers, or employees. The Vendor agrees to hold harmless, defend, and indemnify the Town and its officers, agents, and employees from any claim by any past, present, or future employee of the Vendor any Chief requests be removed from service within the Town.
 - f. **Minimum Staffing:** Every primary and back-up ambulance must have a minimum of one person with one year of experience responding to EMS calls. Each BLS ambulance to be used in the rendering of service shall be staffed with at least two (2) individuals, one of whom shall be a chauffeur and the other an attendant and both of whom shall be Commonwealth of Massachusetts certified Emergency Medical Technician D, Defibrillator trained. Each ALS ambulance to be used in the rendering of service shall be staffed with at least two (2) individuals, one of whom shall be a chauffeur and the other an attendant, and both of whom shall be Commonwealth of Massachusetts certified as paramedics. The Town will not permit any Paramedic/Basic waivers.
 - g. **Conduct and Appearance:** All personnel responding to EMS calls in the Town shall maintain a professional appearance including, but not specifically limited to, at least, a nametag, neat uniform that is distinctly different from Fire and Police Department uniforms, and good grooming. They shall conduct themselves in a professional manner at all times, and they shall show appropriate courtesy and respect towards all people they come in contact with.
 - h. **Non-Discrimination:** It is understood and agreed it shall be a material breach of any contract resulting from this proposal for the Vendor to engage in any practice that violates any provision of General Laws, chapter 151B, relative to discrimination in hiring, discharging, compensation, or terms conditions or privileges of employment because of race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record, handicap or disability, mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics.
 - i. **Supervision:** The Vendor shall provide on duty twenty-four (24) hours per day, seven (7) days per week lead supervisory personnel, the Chiefs or Emergency Medical Director, can contact to handle all operational issues. The Vendor shall also provide the identity and contact information of senior management liaison(s), who at all times, is accessible fifty-two (52) weeks per year, for the term of this contract.
 - j. **Labor Disputes or Work Stoppages:** In the event the Vendor is involved in a labor dispute, and as a result of the dispute service is interrupted, the Vendor agrees to provide substitute services and to reimburse the Town for all costs the Town incurs for interruption of service by the Vendor.
5. **Required Response Time:** Fractile response time from the receipt of a call by the Vendor to the scene of a medical emergency shall be less than six (6) minutes to

- ninety (90%) percent of incidents. In no event shall response time to the scene exceed ten (10) minutes.
6. **Source of Calls:** The Vendor shall respond to all calls for service that are transmitted to the Vendor by the Town's Police Emergency 911 Dispatch Center. The Vendor will respond to emergency ambulance calls made directly to the company by the public within the Town. The Vendor will make immediate notification to the Fire and Police Departments of any on-site calls for emergency medical services or calls received directly by the Vendor for emergency services within the Town. Units assigned to the Town shall not respond outside the Town except as dispatched by the Town 911 Dispatch Center personnel.
 7. **Ambulance Garaging:** An agreement for garage space and living quarters shall be arranged by the Vendor to the satisfaction of the Town, keeping foremost the safety of the community and response times described in Section II(C).
 8. **Non-Transport Emergencies:** The Vendor shall respond to all Fire or Police emergencies as directed by 911 Dispatch personnel, and shall remain on scene until released by the incident commander.
 9. **Certified Emergency Medical Dispatch Resource:** The Vendor will serve as the Certified Emergency Medical Dispatch (EMD) Resource for the Town, pursuant to 560 CMR 5.08. The Vendor will serve as a secondary PSAP. Any expenses related to meeting the requirements of 560 CMR 5.08 will be the sole responsibility of the Vendor. These expenses include, but are not limited to: the installation of a dedicated telephone line between the Police Emergency Dispatch Center and the Vendor dispatch center, which allows for automatic transfer of emergency medical calls to the secondary PSAP, training of Vendor dispatch staff, and any expenses imposed by the Massachusetts Executive Office of Safety and Security.
 10. **Hospital Selection:** The Vendor shall be solely responsible for the selection of the hospital to which a sick, disabled, or injured person is transported in accordance with on-line and off-line medical control policies. The Town shall not be obligated in any circumstances to select a hospital. The Vendor shall follow state regulations and local protocol based on region point of entry and statewide treatment protocol.
 11. **Emergency Rehab Unit:** The Vendor agrees to make available to the Town, when requested, its fully-staffed dedicated Fire and Police Emergency Rehab Unit to provide clinical EMS services in cooperation with ALS ambulances at all major fires, Mass Casualty Incidents (MCI), disasters, and other catastrophic emergency medical incidents. This service shall be without cost to the Town.
 12. **Road Conditions and Test Runs:** As part of regular operations, the Vendor shall make a daily check of road conditions and construction via a call to the Town's 911 Dispatch Center. Regular documented practice runs shall be made throughout the Town to familiarize personnel with the streets and locations to avoid unnecessary delays in response time. Either Chief shall have the right, but not the responsibility, to test or evaluate the Vendor's employees to determine and ensure each employee's familiarity with the streets, locations, and landmarks within the Town and the quickest and most effective routes to and between locations under varying circumstances. The results of the evaluations may be considered by the Weymouth Ambulance Service Review Committee, as described in section A.D.11 of this RFP, as part of the Vendor's performance.

13. **Medical Waste:** The Vendor shall accept all medical waste generated at the EMS scene as well as accept medical waste collected by the Town employees who may act as first responders to an EMS emergency.

B. Regional Cooperation and Community Support to Residents

1. **Mutual Aid:** The Vendor shall establish mutual aid agreements with other ambulance services including, but not specifically limited to, at least, South Shore Hospital. The mutual aid agreements will provide additional backup response including, but not specifically limited to, at least, response to a MCI or disaster occurrence. These agreements shall be submitted to the Chiefs for review and approval.
2. **Special Events:** The Vendor shall make available, at no cost to the Town, additional ambulances when, in the opinion of either Chief or Emergency Management Director, there is the expectation of greater than normal demand for ambulance service in the Town. These activities include, but are not limited to, special Town functions and celebrations such as, at least, parades, sporting events, road races, holidays, such as Memorial Day, July Fourth, Weymouth Day, and Veterans' Day, and public safety drills and tactical operations. The Town will provide as much lead time as possible for the planning of these events. The Vendor shall provide ambulances equipped with Semi-Automatic External Defibrillators (SAED's) and personnel whose training has attained, at a minimum, the D-Fib level for these special events, if specifically requested to do so.
3. **Support of Town's Possible Transition to Fire-based EMS** The Vendor will assist and fully cooperate with the Town in establishing Fire-Based EMS/Mobile Integrated Health systems to better serve the community, as requested by the Mayor.

C. Financial Obligations

1. **Compensation:** All compensation for services shall be billed by the Vendor. The Town offers no subsidy or monetary compensation for any provision of this agreement.
2. **Rates:** The Vendor shall describe its proposed schedule of rates to be charged to recipients of ambulance services. These rates are to be in effect for the entire first year of the contract, which after the first year increases shall not occur more than twice in any twelve (12) month period. Additionally, the Vendor agrees to furnish a thirty (30) day notice to the Mayor and the Chiefs of a pending rate change. These rates should be reviewed by the Town and approved, unless objected to in writing provided to the Designated Representative by the Mayor within the notice period otherwise the rate change will be constructively approved.
3. **Cost of Operations:** The Vendor must assume all costs of its employees, services, and supplies, including, but not specifically limited to, at least, telephone, gasoline, oil, maintenance, materials, communications systems, and equipment, to adequately provide EMS to the Town.
4. **Town Employees Injured at Work:** The Vendor agrees to charge the employee's health insurance plan no more than either the contracted rate between the insurance plan and the Vendor or the rate set by the Massachusetts Rate Setting Commission for Work-Related injuries in force at the time of transport.
5. **Performance Bond:** A performance bond with a surety company that is acceptable to the Town in the amount of \$200,000 shall be provided to the Town by the Vendor.

The Vendor shall bear the cost of the bond. No service shall be rendered and any Agreement shall not be effective until the Vendor awarded the service furnishes the Town with certificates of insurance and a performance bond that meets these specifications.

6. **Patients Experiencing Financial Hardship**: The Vendor agrees to provide discounts to those parties who are experiencing a severe financial hardship consistent with its proposed credit collection policy, as agreed to by the Town. The Vendor shall work with the Fire Chief to address these issues on an individual basis to the mutual satisfaction of the Vendor and the Town.

D. Reporting Requirements

1. **Monthly Service Reporting**: The Vendor will keep statistical monthly reports in a form acceptable to the Town. Each monthly report shall be completed no later than the fifteenth day of each month following the month reported. These reports shall be sent to the Chiefs and include, at least the following HIPAA-compliant information:
 - a. Number of Calls: (i) Daily; (ii) Weekly; and (iii) Monthly.
 - b. Calls categorized as follows: (i) BLS; (ii) ALS; and (iii) Specific note made of ALS calls responded to by non-dedicated units.
 - c. Dispatching Log: (i) Sequential listing of all emergency responses to include, at least, dates, time of call, time of arrival on scene, time spent at scene, transport time to hospital, what hospital transported to point of entry or refusal of care, no patient, DOA, and chief complaint; (ii) Names, dates of birth, addresses, and reason for transport; (iii) Amount billed per patient for service; and (iv) Monthly statistical report will include, at least, a cross reference of statistics so relationships of numerous factors, HIPAA-compliant personal identifying information for example, can be clearly identified by sequential patterns or other analysis of the statistical data.
2. **Financial Reporting**: The Vendor shall compile a quarterly report, in an electronic format acceptable to the Town, of its complete rate structure and volume of business generated by the Town, with summaries of all charges and receivables by source. This report shall be provided regularly to the Chiefs.
3. **Inspection Reports**: The Vendor must forward immediately a copy of all inspection reports issued by the Department of Public Health, Office of Emergency Medical Services or the Ambulance Regulations Program, as they pertain to the Town. Any deficiencies noted must be corrected immediately. The Vendor shall notify the Chief as to how it intends to correct the deficiencies and further notify the Town that all deficiencies have been corrected.
4. **Infectious Disease Exposure Tracking**: The Vendor shall establish a mechanism to collect data, such as, at least, run sheets, regarding the Town employees assisting in an EMS response. This is to ensure timely communications regarding any clinical infectious disease exposure. The Vendor shall notify immediately the personnel involved as well as their Chiefs.
5. **Serious Incident and Accident Reporting**: Whenever the Vendor files a Serious Incident and Accident Report with the Department of Public Health pursuant to 105 CMR 170.350, the Vendor shall at the same time submit copies of any reports to the Town's Health Department and the Chiefs.

6. **Criminal Activities Reporting:** The Vendor will notify the Police Chief, within twenty-four (24) hours of discovery, when any of the Vendor's employee are targets of any criminal investigations, involved as a driver in any motor vehicle accident, or criminally arraigned, regardless of where the underlying incident occurred.
7. **Licensure Status Reporting:** The Vendor shall immediately notify the Town if at any time during the term of the contract, the Vendor's license to operate an ambulance service is modified, suspended, revoked, or been refused renewal by the Commonwealth of Massachusetts Department of Public Health. This requirement for notification shall include the issuance of a provisional license pursuant to 105 CMR 170.235. The Vendor shall forward to the Mayor and both Chiefs all copies of the correspondence received and sent relative to the above matters, should they occur during the term of the contract. Any action outlined above, or application or proceeding to the same effect, may, at the option of the Town, be considered just cause for immediate termination of this Agreement. Any notification and copies of all such correspondence shall be provided to the Mayor and the Chiefs.
8. **Response Time Violation Reporting:** If the fractile response time exceeds six (6) minutes or response time to any call exceeds ten (10) minutes, the Vendor must notify the Chiefs in writing within twenty-four (24) hours, providing a full explanation including, but not specifically limited to, at least, the following information, of the date, time, location of the call, the nature of the emergency services provided, the actual response time, and a full and complete explanation as to why the fractile response time of six (6) minutes or any call more than ten (10) minutes.
9. **Monthly Response Time Reporting:** If, for any one month period of the contract, response times do not meet the standard of six (6) minutes, for ninety (90%) percent of incidents, the Vendor must notify the Chiefs in writing within seven (7) days, providing a full explanation of the situation, and a plan of corrective action.
10. **Additional Documentation:** The Vendor must provide evidence of, at least, the following employee policies and information: (i) Drug and Alcohol Testing Policy and Program; (ii) Compliance with Health Insurance Portability and Accountability Act; (iii) Ability to maintain sufficient inventory on hand to provide for MCI or extended operations for more than one hundred (100) victims; (iv) Ability to meet computerized reporting requirements of MDPH/OEMS; (v) Quality Assurance Program to include, at least, all First Responders on a quarterly basis; (vi) Orientation and Training Guidelines for employees; (vii) Written standard operating procedures for emergency operations, dispatch, additional staff call-in, ambulance inspections, and sick call-in; (viii) Vehicle Maintenance Program; and (ix) Criminal Background Check Policy.
11. **Periodic Reviews of Vendor's Performance:** The Mayor may, at his or her discretion, appoint a Weymouth Ambulance Service Review Committee, consisting of the following persons, or their designee: (i) The Mayor; (ii) Chief of Staff; (iii) Emergency Medical Director; (iv) Police Chief; and (v) Fire Chief. The Committee will have the authority to review the Vendor's performance.
12. **Performance Review:** All Vendor employees assigned to the Town shall be required to attend performance review sessions held by the Weymouth Ambulance Service Review Committee. The review sessions will be held if requested by the Committee of the Committee or the Vendor for the following purposes: (i) to ensure the Vendor's continued compliance with the provisions of the Agreement; (ii) to review response times and ALS calls; (iii) to review paramedic ALS skill performance; (iv) to

address and resolve specific issues or problems; and (v) to generally coordinate EMS operations in the Town or any other issue or concern the Committee has regarding the Vendor's performance that the Committee believes may affect the health or safety of Town residents.

III. Quantitative Criteria

Compliance with Federal and State Law: The Town intends, and expects the Vendor, to comply with all state and Federal laws involving this solicitation, specifically including, but not specifically limited to, at least, 42 U.S. Code § 1320a-7b(b), and how that statute has been interpreted by the United States Department of Health and Human Services, Office of the Inspector General. To further ensure compliance, any solicitation the Town deems the most advantageous to the Town will be subject to that office's review before implementation.

A. **Vendor Personnel, Equipment, and Service Requirements:** Please describe in detail the training and experience of its personnel, the quantity and quality of the equipment the Vendor intends to deploy, and how it will meet the service requirements described in this RFP if awarded a contract resulting from this proposal. Please include in your answer, at least, the following information:

- a. **Minimum Required Training and Experience of Vendor Personnel:** Please describe how you intend to provide personnel, including EMTs, paramedics, and emergency medical dispatchers. Please include in your description, at least, without personal identifying information, but in the aggregate, how many employees you presently employ, including the number of EMTs, paramedics, and emergency medical dispatchers, how many other employees, including supervisory and management personnel, the licenses and certifications the employees hold, their levels of experience in their particular role, the number of EMTs, paramedics, and emergency medical dispatchers you intend to deploy in the Town, and the minimum levels of training and experience in their particular role of those occupations you intend to deploy in the Town during the course of the contract. Please also describe how you intend to manage and supervise the EMTs, paramedics, and emergency medical dispatchers deployed in Town. Please describe all requirements for any new hires, if different.
- b. **Ambulance Staffing:** Please describe how you intend to staff each ambulance with paramedics and EMTs. Please include in your description, at least, how many ambulances you intend to deploy in the Town and for how long each day, what level of service each ambulance will provide, the make, model, and year of each vehicle, who will own, operate, and maintain each vehicle listed, how many EMTs and paramedics each ambulance at each level of service will contain, how and under what circumstances you intend to provide more ambulances than the minimum, conditions under which you will deploy an emergency rehab unit, any vehicles, besides ambulances, you intend to deploy to the Town on an daily, regular, or irregular basis, and any previous situations where you failed to meet a committed level of service of staffing in a Massachusetts community and what actions did you take when you fell below your committed level.
- c. **Affiliation Agreement with South Shore Hospital:** Please describe how you intend to satisfy the RFP requirement that the Vendor execute the affiliation agreement with South Shore Hospital. Please also describe how you intend to satisfy the emergency medical director's requirements for training and orientation sessions.

- d. **Technology and Communication Equipment:** Please describe how you intend to satisfy the RFP requirements regarding communication equipment. Please include in your description, at least, the communication equipment you intend to deploy to your employees in town, how you intend to establish a PSAP in town and a dedicated “ring and down” direct phone line, the minimum training requirements for your EMD – trained employees, your plans to deploy “smart 911,” online medical profiling service, and the number, make, and model of portable radios and cellular telephones you intend to provide each employee you intend to deploy in the Town.
 - e. **Mutual Aid and Regional Support:** Please describe in detail the Vendor’s current and planned activities in the following areas: (i) regional MCI support, including equipment and personnel; and (ii) participation and leadership roles in regional and state-wide public safety organizations. Please also describe any existing or anticipated mutual aid agreements with other ambulance services you presently have or intend to seek.
 - f. **Plan to Meet Response Times Requirement:** Please describe how you intend to satisfy the RFP requirements regarding a fractile response time from the receipt of a call by the Vendor to the scene of a medical emergency of less than six (6) minutes to ninety (90%) percent of incidents, and in no event exceeding ten (10) minutes. Please also include in your description what corrective measures you would intend to take if you fail to meet these response time requirements.
 - g. **Garaging of Vehicles:** Please describe your intended arrangement for garage space and living quarters for the employees you intend to deploy in the Town.
- B. **Support for the Town and Community:**
- a. **Training and Support of Town’s Employees:** Please describe in detail any free, open, pre-existing training and support the Vendor or its personnel would be willing provide to Town public safety personnel.
 - b. **Emergency Management:** The Emergency Management Director for the Town has numerous public safety responsibilities, including preparing for, and coordinating the response to major events, staffing and managing the Town’s emergency operations center, and leading the Town’s Local Emergency Planning Committee. Please describe (i) your plans to interface and integrate the Vendor as the EMS provider into the Town’s Incident Command System structure, specifically including responding to weather and special events, such as blizzards, hurricanes, floods, fireworks, parades, and sporting events; (ii) your vision of EMS involvement in the emergency operations center structure and what training you have in place and intend to add for that involvement; and (iii) your vision of the EMS membership on the Local Emergency Planning Committee and involvement as it relates to planning, training, and emergency response techniques for hazmat incidents within the Town.
 - c. **Community Support:** Please describe in detail any free, open, pre-existing training and support the Vendor or its personnel would be willing to provide to Town residents, such as CPR, First Aid, opioid awareness and treatment education, and AED training. Please include in your description, at least, the types of training, the accreditation body for each type of training, the cost to residents, and staffing to be offered.
 - d. **Special Events Services:** Please describe what additional services you would be willing to commit during “Special Events,” described in in Section II.B.2, above. Please include in your description, at least, the event or types of events, the

- employees, equipment, and services to be provided for each type of event, and the minimum level of training and experience of personnel.
- C. **Rates:** Please describe the initial schedule of rates to be charged to recipients of ambulance services. Please also describe the Vendor's proposed credit collection policy, which shall be subject to approval by the Town.
- D. **Reimbursement of Town Services:** The Town solicits these services as part of the Town's comprehensive regulatory scheme to manage effectively the delivery of superior EMS. The Town also solicits these services to provide an open, transparent, and competitive bidding method to develop Vendor-provided EMS consistent with, but not required by, state government procurement law. Furthermore, the Town seeks proposals from the Vendor on reasonable reimbursement for services the Town will provide the Vendor that relate directly to the EMS the Vendor will offer to the Town's residents. The Town does not seek overpayment for its services, nor a fee directly or indirectly based upon the volume or value of the EMS referrals from this solicitation. Instead, the Town seeks partial offset of actual costs for the Town's operations because of the Vendor's proposed services.

Therefore, please describe whether the Vendor would reimburse the Town for any part of the services the Town will deliver in response to this solicitation, including, but not specifically limited to, at least, under what circumstances the Vendor will reimburse the Town, what service the Vendor will reimburse, what percentage of actual costs incurred by the Town, and any other information or scenario the Vendor believes necessary to understand its proposal here.

- E. **Support of Town's Possible Transition to Fire-based EMS:** Please describe whether and how the Vendor would support a future Fire Department-based EMS service with equipment, training, and billing services, if the Town were to provide staffing. Please include in your description, at least, the earliest timeframe a service could be implemented, what conditions the Town would have to meet for the Vendor to agree to provide this service, any equipment that would be provided, any additional training that would be provided, and provided billing services and revenue sharing.:

IV. Additional Contractual Requirements

- A. **Duration of this Contract:** The term of this contract shall be from **July 1, 2018 to June 30, 2021**.
- B. **Time for Performance of Services:** Time is of the essence for the provision of all services made under this contract. The Vendor shall commence work under the contract immediately.
- C. **Enumeration of Contract Documents:** The following list of documents form the entire agreement between the Town and Vendor and are fully a part of the contract as if attached to this document or repeated herein:
1. The Contract to be signed after award, a sample of which is attached as Appendix D;
 2. Any amendments, modifications, or other mutually agreed upon change orders;
 3. This "Request for Proposals - Emergency Ambulance Services";
 4. The Vendor's response to the Town's "Request for Proposals - Emergency Ambulance Services";

5. All required certifications, permits, or licenses; and
6. All required certificates of insurance and endorsements, certificate of corporate vote, or other authorization to act; and certificate of corporate status or proof of legal organizational status.

If a conflict arises between any of the documents listed above, the order of precedence shall be that language contained in the document higher in the list shall prevail over any conflicting document lower in the list of enumerated contract documents.

- D. **Designated Representatives:** The Town designates as contract administrator, Keith Stark, Fire Chief, Weymouth Fire Department, 636 Broad Street, Weymouth, MA 02189 kstark@weymouth.ma.us and the Vendor shall designate their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this contract at the addresses stated above, unless more specifically defined elsewhere. Any reference in this RFP to the authority of the Mayor, Fire Chief, or Police Chief shall also include the authority of their designee to exercise the official's authority, if the relevant Town official notifies the Vendor in advance.
- E. **Non-Emergency Work:** The contract shall in no event cover non-emergency work that the Vendor may wish to do. The charges and conditions under which non-emergency work is to be done within the Town shall be a matter of a separate contract between the Vendor and the individual user of the non-emergency service.
- F. **Insurance:** The Vendor shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Liability coverages, the Vendor is required by this Agreement to name the Town as an additional insured and to provide the Town with certificates and endorsement pages of insurance coverage indicating the Town has been added as an additional insured under all insurance coverages required by this Agreement. Further, the Vendor is required to provide the Town with a copies of all additional insured endorsement pages, (Forms ISO 2010 11 85/ISO 2037 10 01/ ISO 2033 10 01), reflecting the Town has been listed as an additional insured, stating coverages for each insurance policy to which the Town has been added.
1. **Worker's Compensation:** Workers' Compensation and Employer's Liability Part B coverage in the amounts as may be required by General Laws, chapter 152.
 2. **General Liability:** General Liability coverage of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit, with a \$3,000,000 aggregate limit.
 3. **Auto Liability:** Auto Liability coverage of at least \$1,000,000 Bodily Injury and Property Damage per accident.
 4. **Professional Liability:** Professional Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
 5. **Umbrella Liability:** Umbrella liability coverage of at least \$2,000,000 per occurrence and \$2,000,000 aggregate.

The parties acknowledge the types of insurance and coverage limits listed are the minimum necessary for the Vendor to be awarded this contract. The types of insurance and coverage limits stated are not intended in any way to limit the Vendor's liability for any damages arising from the Vendor's performance under this contract. For example, if

the Vendor's insurer denies coverage, the Vendor will still have obligations under Section IV.R to defend and indemnify the Town.

Further, the policies must contain a notation the insurer will give thirty (30) days' notice to the Town prior to cancellation, change, or non-renewal of the policy. At least thirty (30) days prior to the expiration of any policy, a signed and complete Certificate of Insurance, with all endorsements attached, showing the insurance coverage has been renewed or extended, shall be filed with the Chiefs.

- G. **Degree of Care Owed by the Vendor:** The Vendor represents it will perform its services for the Town using the degree of care and skill ordinarily exercised consistent with the standards applicable to persons performing similar services under similar conditions and circumstances in the same or nearby locality.
- H. **Non-assignability of this Agreement:** The Vendor shall not delegate, assign, or transfer its duties or interests in this contract without the prior, express written consent of the Town. If the Town approves assignment, this contract shall be binding upon the Vendor's assigns, transferees, and successors in interest.
- I. **Contract Modification or Amendment:** The Town and Vendor may modify or amend this contract from time to time, but only in writing by a prior, specific authority duly executed by both the Town and Vendor, as of the date of the amendment.
- J. **Non-Waiver:** Neither the Town nor Vendor shall construe the failure of the other to enforce at any time any contract provisions as a waiver of the right of other to enforce any contract provision.
- K. **Prevailing Statutory Authority:** The laws of the Commonwealth of Massachusetts and the Code of Ordinances, Town of Weymouth, Massachusetts govern the validity, interpretation, construction, and performance of this contract. The Town and Vendor agree this contract shall be construed to include all terms required to be included by Massachusetts General Laws, or any other laws, as though the terms were set forth in full. Any dispute arising out of or relating to this contract, if brought, shall only be brought in Norfolk County, Massachusetts.
- L. **Vendor's Obligation to Comply with Existing Laws:** The Vendor warrants it will comply with all applicable laws, regulations, or ordinances affecting the successful completion of the contract, including but not strictly limited to laws, regulations, or ordinances related to public bidding, procurement, municipal finance, tax, labor law, reporting of employees and contractors, withholding and remitting child support payments, and prevailing wage laws.
- M. **Vendor's Policy of Non-Discrimination:** The Vendor represents and warrants it does not discriminate on the grounds of race, color, religious creed, national origin, ancestry, sex, gender identity, homelessness, age, inquiry as to a criminal record, handicap disability, mental illness, retaliation, sexual harassment, sexual orientation, genetics, and active military service. The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and orders pertaining to the protection of work, property, person, and employees.
- N. **Termination:** There shall be no penalty for termination by either party for any of the following reasons.
 - 1. **Based upon Threats to Health or Safety:** The Mayor shall have the right to terminate the Agreement at any time, with or without notice, if in his or her sole judgment the Vendor is not satisfactorily performing its responsibility of keeping Town residents

- safe. Under this circumstance, the Mayor shall have the right to terminate the agreement between the Vendor and the Town, and secure services from others, and charge the cost to the Vendor, which shall be liable for all incidental costs.
2. **Based upon Vendor's Failure to Comply with its Contractual Obligations:** Should the Vendor, at any time during the life of the agreement, fail to provide ambulance service under the terms and conditions set forth, or continue to default in the performance of the agreement, then, and in that case the Mayor shall have the right to terminate the contract between the Vendor and the Town, by advance written notice certified mail to the Vendor's identified Designated Representative, of at least ninety (90) days.
 3. **Based upon Town's Transition to Fire Department Based EMS:** The Mayor shall have the right to terminate this agreement, in part or wholly, at any time if, in its sole discretion, the Town should decide to provide on longer than a short-term, temporary, or emergency basis, any portion of or all ambulance services through employees of the Town's Fire Department, by providing the Vendor with one-hundred and eighty (180) days advance written notice by certified mail to the address stated.
 4. **Based upon Any Reason by Either Party:** The Mayor or the Vendor may terminate this contract by advance written notice, certified mail to the appropriate Designated Representative identified on the contract, of at least three-hundred and sixty-five (365) days for any reason. In case of written notice of termination, all services under this contract shall cease after the appropriate notice period expired with the exception of any work as may be necessary to bring the work in progress to a reasonable and safe condition. The provisions of these paragraphs shall not alter or interfere with the Town's rights to terminate this agreement pursuant to any other provision of this section or agreement as a whole.
- O. **Compliance:** Any and all regulations promulgated by any department, agency, or division of the Commonwealth, and any general laws relative to supplying ambulance service, are hereby incorporated in this specification as if fully written out, and the Vendor covenants to meet at all times requirements and laws presented. Should any provision of this Agreement be in conflict with the applicable regulations and laws, then those regulations and laws shall govern except when this Agreement calls for a higher standard.
- P. **Subcontracting:** The Vendor shall not subcontract any services under the resulting agreement and shall not assign the contract without written consent by the Town. This contract is not assignable, except with the express written permission of the Town and only then upon compliance with any conditions required by the Fire Chief.
- Q. **Contractual Relationship:** It is agreed in no case shall the Vendor or its agents, employees, directors, managers, or partners be considered agents or the employees of the Town in performing services, as the Town is not providing the services, and the contractual relationship is between the Vendor and the recipient of the services.
- R. **Indemnification:** To the greatest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Town and its agents, servants, employees, successors, heirs, executors, insurers, attorneys, administrators and all other representatives, of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of or relating to the Vendor's work, including but not limited to incidents involving the Town's negligence; provided the Town shall contribute proportionally to any finding

the Town's negligence was a substantial cause of the alleged harm. The duty to defend shall immediately accrue and be owing upon the utterance of a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.

- S. **Condition Precedent to Any Litigation:** If a disagreement arises from or relates to this contract or the services performed and as a condition precedent to the commencement of any litigation between them, the Town and Vendor agree to attempt to resolve any disagreement through direct negotiations between senior representatives of each party. If direct negotiations do not resolve the disagreement, the Town and Vendor agree to consider using mutually acceptable nonbinding alternative dispute resolution to resolve any disagreements without litigation.
- T. **Materiality of Any Breach:** All words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this contract are material. A breach by either the Town or Vendor shall not constitute an excuse by the other party to fail to fully perform all other words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this contract.
- U. **No Ambiguity:** All words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this contract, and this contract as a whole, are unambiguous.
- V. **No Presumption against Drafting Party:** The Town and Vendor agree the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this contract.
- W. **Integration of this Contract:** This contract, including all attachments listed above, embodies the entire agreement between the Town and Vendor, and each acknowledges that the other made no inducements, promises, terms, conditions, or obligations other than those expressly contained within the written terms of this contract. The written contract supersedes all prior agreements, understandings, or past practice between the Town and Vendor.
- X. **Severability:** If any court of competent jurisdiction holds any portion of this contract to be illegal, invalid, or unenforceable, the Town and Vendor agree any order shall not affect any other remaining term, clause, phrase, paragraph, section, or provision and all shall remain in full force and effect.
- Y. **No Third-Party Beneficiaries:** There are no third-party beneficiaries to this contract.
- Z. **The Vendor's Status as an Independent Contractor:** The Vendor will act as an independent contractor and not as an employee or agent of the Town in performing the services required by the contract.
- AA. **The Vendor's Contract Documents Subject to Public Records Law:** The Vendor agrees this contract, related pricing documents, and reports will be public documents, and may be available for public and private distribution in accordance with the Public Records Law, General Laws, chapter 66, *et seq.* The Vendor will provide the Town copies of any documents requested under this law at no charge to the Town or the requestor.
- BB. **The Vendor's Contract Documents Subject to Audit:** The Town shall have the right, at reasonable times, at a site designated by mutual agreement, to audit the books, documents, and records of the Vendor to the extent the books, documents, and records relate to costs or required reporting data for the contract. The Vendor agrees to maintain

records that will support the prices charged under the contract. The Vendor shall preserve books, documents, and records that relate to costs or pricing data for the contract for a period of three (3) years from date of final payment. The Vendor shall give full and free access to all records to the Town and its authorized representatives.

- CC. **Certification as to Non-Collusion**: The Vendor certifies, pursuant to General Laws, chapter 30, § 39M and chapter 30B, § 10, under the penalties of perjury that this bid or proposal is in all respects bona fide, fair, and has been made and submitted in good faith and without collusion or fraud with any other person, meaning any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- DD. **Certification as to Payment of State Taxes**: The Vendor certifies, pursuant to General Laws, chapter 62C, § 49A, under the penalties of perjury that the Vendor complied, is complying, and will comply during the terms of this contract with all laws of the Commonwealth of Massachusetts relating to taxes.
- EE. **Certification as to Conflict of Interest Laws**: The Vendor certifies no official or employee of the Town has a financial interest in this contract or in the expected profit to arise from the contract, unless the Vendor and the Town employee or official both have notified in writing the Mayor, with a copy to the Town Solicitor, the Vendor and the employee fully complied with the provisions of General Laws, chapter 43, § 27 (Interest in Public Contracts by Public Employees) and of provisions of General Laws, chapter 268A, § 20 (Conflict of Interest Law).
- FF. **Execution of Counterparts**: The Town and Vendor may execute this contract, or any subsequent amendments, in any number of counterparts. The Town and Vendor agree each counterpart will be considered and enforced as if an original and all counterparts together shall constitute the same.
- GG. **Facsimile Signatures are Valid**: The Town and Vendor agree they may receive and consider as facsimile signatures electronic signatures of authorized individuals that the Town and Vendor agree either may enforce as if valid, original written signatures. "Facsimile signature" means, for purposes of this contract, a reproduction of the manual signature of an authorized officer of either the Town or Vendor.
- HH. **Warranty of Authority**: The person who signs this document on behalf of the Vendor acknowledges, warrants, and represents under the pains and penalties of perjury with his or her signature the following: he or she (i) is legally and mentally competent to execute this document; (ii) is of legal age; (iii) has the authority to bind with his or her signature, all plaintiffs in this action; (iv) has carefully read all of the provisions of this contract with care and with the advice and counsel of any attorney of record and any other attorneys of his or her choice; and (v) knows and fully understands each and every word, clause, term, sentence, paragraph, portion, part, paragraph, and section of this contract, and this contract as a whole. In affixing his or her signature below, he or she has affixed his or her signature to this document intentionally, willingly, and free from any compulsion or duress and as his or her own free act and deed after having obtained the advice and counsel of any attorney of record and any other attorneys of his or her choice.

V. Rule for the Award

The Town will determine the most advantageous proposal from a responsible and responsive proposer, taking into all evaluation criteria set forth in this request for proposal.

VI. Proposal Submission Requirements

- A. **Time and Place of Submission:** Proposals are to be submitted by mail or in person to Adele Cullinane, Contract Administrator, Town of Weymouth, 75 Middle Street, Weymouth, MA 02189 until **4:30 PM** on **WEDNESDAY, OCTOBER 25, 2017**. Postmarks will not be considered. The Town shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors or any other reason. If, at the time proposals are due, Town Hall is closed due to uncontrolled events, bids will be accepted until 4:30 PM on the next business day Town Hall is open. For the purposes of determining whether a Vendor has met the deadline, the time-stamp clock in the office of the Chief Procurement Officer shall indicate the official time. No individual extensions of this deadline will be granted.
- B. **Contents of Bid Package:** Each Vendor must submit one proposal package, marked with the Vendor's name and address, and "Weymouth Ambulance Service". One original and seven (7) copies of the proposal must be in the package.
- C. **Proposal Modifications:** A Vendor may correct, modify, or withdraw a proposal by written notice received by the Town prior to the proposal deadline for RFP submissions. A modification package is to be marked with the Vendor's name, address, and the phrase "Weymouth Ambulance Service, Modification # ____". Each modification package must be numbered in sequence.
- D. **Bidder's Conference:** A bidder's conference will be held on Wednesday, September 13, 2017, at 10:00 AM, at the Third Floor Conference Room, Town Hall, 75 Middle Street, Weymouth, MA 02189.
- E. **Questions:** Questions concerning this RFP must be made in writing no later than Wednesday, October 4, 2017, at 4:30 PM. Questions may be delivered, mailed, or e-mailed to:

Adele Cullinane, Procurement Officer
Town of Weymouth
75 Middle Street
Weymouth, MA 02189
tel: (781) 682-3843
em: <ACullinane@weymouth.ma.us>

Questions should not be directed to any other person.

The Town will respond to all questions no later than Wednesday, October 11, 2017, at 4:30 PM, unless the Town provides notice in advance to all Vendors who have requested bid packages.

- F. **Addenda:** If necessary to maintain a fair and equal proposing environment, the Town will issue addenda to all Vendors who have requested bid packages. Addenda will be mailed, faxed, or e-mailed to all vendors on record as having requested the RFP. Nevertheless, Vendors shall be responsible for ensuring all addenda are in receipt prior to the proposal deadline. The Town will require acknowledgement of any addenda issued to be included on the proposal form. No addenda will be issued later than five days prior to the deadline for RFP submissions.
- G. **Interview before Award:** The Evaluation Committee may interview within its discretion some or all Vendors who submitted timely proposals to help the committee decide the most advantageous proposal. Any committee interview would occur after the deadline for RFP submission, but before award.

- H. **Contract Award:** The contract will be awarded by the Town within 30 days after the proposal deadline for RFP submissions. The time for award may be extended by mutual agreement between the Town and successful proposer.
- I. **Finality of Proposal:** After the proposal deadline, a Vendor may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the Vendor will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Town will notify the Vendor in writing.
- J. **Contact Prohibition:** All contacts with Town personnel concerning this RFP are prohibited, except for contacts specifically described. This prohibition shall apply to all prospective Vendors from the date of release of the RFP until the Town selects a Vendor. Any contact with Town employees prior to the date of the release of the RFP is expressly authorized and permitted. Violation of this condition may be considered sufficient cause by the Town to reject the response or selection of the Vendor.
- K. **Minimum Requirements:** Any proposal that is not according to prescribed form, incomplete, not properly signed, or contrary to the instructions and requirements contained in the RFP may be rejected by the Town.
- L. **Town's Reserved Rights:** The Town may cancel this RFP, reject in whole or in part any proposal, or all proposals, if the Town determines the cancellation or rejection serves the best interests of the Town.
- M. **Signatures:** Proposals must be signed as follows: (i) If the Vendor is an individual, by her or him personally; (ii) If the Vendor is a partnership, by the name of the partnership, followed by the signature of each general partner; and (iii) if the Vendor is a corporation, by the authorized officer.
- N. **Contract:** By submitting a proposal, the Vendor agrees if chosen, the vendor will enter into a contract with the Town under the terms and conditions described in this RFP, the Vendor's response, and the Town's standard contract, a sample of which is attached as Appendix D.
- O. **Contents of Proposal:** Please provide information in the following order:

Note: One (1) unbound original and seven (7) bound and appropriated-tabbed copies of the Proposal must be in the Proposal envelope.

1. **Vendor Information:**
 - a. Name and Address of Company.
 - b. Contact Information for Proposal, including, but not specifically limited to, at least: Name, Address, Telephone, and E-Mail Address.
 - c. Acknowledgement of Addenda, if applicable.
2. **Executive Summary:** Must be signed by company officer authorized to sign contracts for the company. Signature on the Executive Summary binds the company to all of the provisions of this RFP, except for those portions described in Item #5 of this section.

3. **References and Financial Information:**

- a. List of all municipal contracts ever held by the company in the Commonwealth of Massachusetts. This list shall include, at least, the name and current telephone number of the contact person. Any omissions from this list may be grounds for dismissal of the proposal.
- b. Complete and current name, address, and telephone number of at least one financial reference, one municipal official reference, and one hospital official reference.
- c. Audited Financial Statement for the most recent fiscal year. If the current fiscal year is more than half over, an updated financial statement shall be provided in addition to the most recent audited financial statement.
- d. A disclosure of any conditions, such as bankruptcy or other financial problems, pending material litigation, planned closures, impending merger, for example, that may affect the Vendor's ability to perform contractually.
- e. Disclosure of whether the Vendor, or one of the joint venture partners, has been dismissed or disqualified from a bid or contract within the past five years, and if yes, any reason why.
- f. The company's present complete rate structure.
- g. Copy of the credit collection policy proposed for the Town.

4. **Vendor's Response to the Quantitative Criteria:**

5. **Additional Information regarding the Vendor's Response:**

- a. List all of the specifications given in Section II of this RFP, with the company's plan for fulfillment. Also, list any exceptions taken to any portion of any specification listed in Section II of this RFP with a detailed explanation.
- b. List of personnel by type and length of service who work for the company in the Metropolitan Boston area.
- c. List of ambulances presently owned or leased by the company and used in the Metropolitan Boston area. This list should include, at least, the year, make, model, and type.
- d. The personnel policies applicable to the employees it intends to deploy in the Town, including at least the following policies: (i) Drug and Alcohol Testing Policy and Program; (ii) Compliance with Health Insurance Portability and Accountability Act; (iii) Ability to maintain sufficient inventory on hand to provide for Mass Casualty Incidents or extended operations (100 victims); (iv) Ability to meet computerized reporting requirements of MDPH/OEMS; (v) Quality Assurance Program to include all First Responders on a quarterly basis; (vi) Orientation and Training Guidelines for employees; (vii) Written standard operating procedures for emergency operations, dispatch, additional staff call-in, ambulance inspections, and sick call-in; (viii) Vehicle Maintenance Program; and (ix) Criminal Background Check Policy.

6. **Miscellaneous Documents:**

- a. Certificate of Authorization (See Appendix _A____).

- b. Certificate of Non-Collusion (See Appendix _B_____).
- c. Certificate of Tax Compliance (See Appendix _C_____).

**APPENDIX A---CERTIFICATE OF AUTHORIZATION
TOWN OF WEYMOUTH AMBULANCE SERVICE**

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ is: (CHECK ONE)

(Name of Company/Consultant/Corporation)

_____ A. a corporation formed and existing under the laws of the state of _____, and pursuant to the corporate by-laws,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned and operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

(Signature) (Date)

(Must be signed by Corporate Officer)

(Print Name and Title of Above)

**APPENDIX B---NON-COLLUSION
TOWN OF WEYMOUTH AMBULANCE SERVICE**

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

(signature(s) of person(s) signing bid or proposal)

(name of business/consultant)

(Date)

APPENDIX C---TAX COMPLIANCE
TOWN OF WEYMOUTH AMBULANCE SERVICE

CERTIFICATION OF TAX COMPLIANCE

I, _____, for _____,

(Name of representative, position/title)

(Company / Consultant) a

Company, Consultant or Corporation existing or formed under the laws of the

_____, having a principal place of business at

(state)

_____, hereby certify that the

(Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the Commonwealth of
Massachusetts relating to taxes, as required by Massachusetts General Laws, chapter 62C, §
49A.

Signed under pains and penalties of perjury this _____ day of _____, 2017.

(signature of representative/position/title)

(print name of person signing above)

Date: _____

APPENDIX D---TOWN OF WEYMOUTH SHORT FORM CONTRACT
FOR REFERENCE ONLY---DO NOT FILL OUT

*Town of Weymouth
Massachusetts*



<<VENDOR>>

This Agreement is made on this **First day of July, 2018**, between the Town of Weymouth, acting by and through its duly authorized Mayor, (the "Town"), with a principal place of business at 75 Middle Street, Weymouth, MA 02189, and <<VENDOR>>, ("Vendor"), with a principal place of business <<VENDOR's ADDRESS>>. The Town and Vendor contract for services under the terms and conditions set forth herein.

I. SERVICES.

Vendor will provide to the Town all <<BID SERVICES>>, for a period of three (3) years, July 1, 2018 to June 30, 2021, and as fully described and agreed to in the **Vendor's response to the Town's REQUEST FOR PROPOSALS -- Emergency Ambulance Services**, which are attached hereto and incorporated herein by reference. The parties agree that should any conflict arise, the provisions of this contract shall prevail over the Town's request for bids, which shall prevail over the Vendor's response to the Town's Request.

<<VENDOR>>

Emergency Ambulance Services

July 1, 2018

II. COMPENSATION.

The VENDOR agrees to pay Town, in an amount not to exceed what is stated in their response to provide the services performed and pursuant to this contract.

For the Contractor:

Signature of Authorized Signatory

Print Name and Title

Address

Email Address

DATED: _____

For the Town of Weymouth:

Keith Stark, Chief
Weymouth Fire Department

Approved as to Form:

Joseph Callanan, Town Solicitor

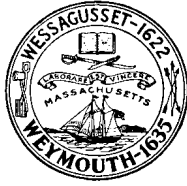
Approved:

Robert L. Hedlund – Mayor

Town of Weymouth

Massachusetts

Robert L. Hedlund
Mayor
75 Middle Street
Weymouth, MA 02189
Office: 781-335-8184



John A. MacLeod
Dir. Of Asset Management
Chief Procurement Officer
Office: 781-682-3666
jmacleod@weymouth.ma.us

**TOWN OF WEYMOUTH
REQUEST FOR PROPOSALS
EMERGENCY AMBULANCE SERVICES
July 1, 2018 to June 30, 2021**

The Town of Weymouth (Town) seeks proposals from interested parties for the provision of emergency ambulance services. A contract for ambulance service is expressly exempt from the public bidding requirements under General Laws, chapter 30B, § 1(b)(24). Accordingly, the Town shall not evaluate proposals, nor shall the Town award this contract, pursuant to the provisions of chapter 30B. The Town reserves the right to award this contract to the Vendor whose proposal is determined to be in the best interests of the Town.

The Town estimates call volume will be in the range of 4,000 to 7,000 provider runs annually.

The contract period is from July 1, 2018 to June 30, 2021.

Proposals are to be submitted by mail or in person to Adele Cullinane, Contract Administrator, Town of Weymouth, 75 Middle Street, 3rd floor, Weymouth, MA 02189 until **4:30 PM** on **WEDNESDAY, OCTOBER 25, 2017**. Postmarks will not be considered. The Town shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors or any other reason. If, at the time proposals are due, Town Hall is closed due to uncontrolled events, bids will be accepted until 4:30 PM on the next business day Town Hall is open. For the purposes of determining whether a Vendor has met the deadline, the time-stamp clock in the office of the Chief Procurement Officer shall indicate the official time. No individual extensions of this deadline will be granted.

A bidder's conference will be held on Wednesday, September 13, 2017, at 10:00 AM, at the Third Floor Conference Room, Town Hall, 75 Middle Street, Weymouth, MA 02189.

Questions concerning this RFP must be made in writing no later than Wednesday, October 4, 2017, at 4:30 PM. Questions may be delivered, mailed, or e-mailed to:

Adele Cullinane, Procurement Officer
Town of Weymouth
75 Middle Street
Weymouth, MA 02189
tel: [\(781\) 682-3843](tel:7816823843)
em: ACullinane@weymouth.ma.us

[Questions should not be directed to any other person.](#)

The Town will respond to all questions no later than Wednesday, October 11, 2017, at 4:30 PM, unless the Town provides notice in advance to all Vendors who have requested bid packages.

The Town reserves the right to accept any proposal or to reject any or all proposals if the Evaluation Committee (Committee) deems it in the best interest of the Town to do so.