



**REQUEST FOR
PROPOSALS**

**Town of Dedham, Massachusetts
26 Bryant Street, Dedham, MA 02026**

Invites sealed bids/proposals for furnishing and delivering to the Town of Dedham:

EMERGENCY AMBULANCE SERVICES – DEADLINE: October 16, 2015 @ 10:00 A.M.

The Town of Dedham 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 M.G.L., Chapter 30B, Section 1 (b) (24). Accordingly, proposals shall not be evaluated nor shall this contract be awarded pursuant to the provisions of M.G.L., Chapter 30B. The Town of Dedham reserves the right to award this contract to the ambulance service provider whose proposal is determined to be in the best interests of the Town. The Town of Dedham reserves the right to accept any proposal or to reject any or all proposals if it shall be deemed in the best interest of the Town to do so.

The contractor 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 contractor shall maintain said License status for the entire term of the Contract, and any renewal(s) thereof. The contractor must be able to execute an affiliation agreement with an area hospital authorized as an Emergency Medical Direction facility in accordance with 105 CMR 170, as adopted under Massachusetts General Laws, Chapter 111C governing Ambulance Services and Emergency Medical Care.

Detailed specifications are available on-line at the Town of Dedham's website, www.dedham-ma.gov and also available at the office of the Purchasing Agent, Dedham Town Hall, 26 Bryant Street, Dedham Massachusetts, 02026, between the hours of 9:00^{AM} and 4:30^{PM}

Bids/Proposals will be received in Dedham Town Hall, second floor conference room until the time and date stated above, at which time and date they will be opened and registered. Late Bids/Proposals, delivered by mail or in person, will be rejected. All bids will be submitted in a sealed envelope clearly marked "**SEALED BID ENCLOSED: RFP – "AMBULANCE SERVICES"**"

The right is reserved to reject any or all RFPs or to accept any part of an RFP or the one deemed best for the Town, and waive any informalities in the bidding, if it is in the best interest of the Town to do so.

James Kern, Town Manager



Town of Dedham

Request for Proposals

Emergency Ambulance Services
January 1, 2016 to June 30, 2018

Due: October 16, 2015
at 10:00 a.m.

Awarding Authority:

The Awarding Authority is the Town Manager, with the advice and counsel of the Fire Chief and Police Chief.

Contact:

James A. Kern, Town Manager
Town of Dedham
26 Bryant Street
Dedham, MA 02026
jkern@dedham-ma.gov
(781) 751-9100

**REQUEST FOR PROPOSALS (RFP)
EMERGENCY AMBULANCE SERVICES**

I. General Information

II. Specifications

III. Proposal Submission Requirements

IV. City Paperwork that needs to be filled out

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B. Non-Collusion Form

C. Tax Compliance Form

D. Indemnity Form

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The Town of Dedham reserves the right to award this contract to the ambulance service provider whose proposal is determined to be in the best interests of the Town. The Town of Dedham reserves the right to accept any proposal or to reject any or all proposals if it shall be deemed in the best interest of the Town to do so.

I. GENERAL INFORMATION

The Contract awarded in response to these specifications shall be effective for a period of three years. Upon the satisfactory performances of the vendor; the Town of Dedham may at its sole discretion extend the contract for two (2) additional terms of (2) years each.

II. SPECIFICATIONS

Level of Service: The contractor 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 contractor shall maintain said License status for the entire term of the Contract, and any renewal(s) thereof. The contractor must be able to execute an affiliation agreement with an area hospital authorized as an Emergency Medical Direction facility in accordance with 105 CMR 170, as adopted under Massachusetts General Laws, Chapter 111C governing Ambulance Services and Emergency Medical Care. The Town of Dedham shall have final approval in the choice of the Emergency Medical Direction facility. The ambulance company will assign and remunerate personnel to attend training and orientation sessions at the authorized Medical Oversight Hospital which is responsible for Medical Direction in the Dedham EMS system. The program for training and orientation of system paramedics will be prescribed by the standards established by the Medical Director and includes team training within a fully functioning simulation lab. The standards for Paramedics in the Dedham EMS system will be established by the Medical Oversight facility.

Vehicles:

1. General: All vehicles shall be Class I ambulances pursuant to Federal Ambulance Specifications and Massachusetts General Laws, Section 111C, and the regulations promulgated there under. Vehicles shall have equipment and supplies as required by 105 CMR 170. The provider 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 that they are in proper mechanical condition and comply with all safety regulations. All records of inspection and maintenance shall be furnished to the Dedham Fire Chief or his designee immediately upon request. The provider shall keep the ambulances in a heated garage or building (garage or building to be located in Dedham) at all times when used in service under said contract, except when in response to a call, or strategically placed within the Town of Dedham for efficient response, or in the performance of repairs. All vehicles utilized by the ambulance company must be properly insured and registered in the Town of Dedham and must display a valid motor vehicle inspection sticker and Massachusetts Ambulance Regulations sticker during the life of the Agreement. Please see Page 7 for additional insurance requirements. Those dedicated to the Town shall all be new within nine (9) months of the effective date of the contract and they shall have a maximum life for Town service of forty-eight (48) months. There should also be the ability to have them inspected by the Ambulance Service Review Committee if needed.

1. **Primary Vehicles & Staffing:** The Town of Dedham is requiring a minimum of One (1) dedicated ALS ambulance which shall be available on a twenty-four (24) hour, seven (7) days per week basis. There shall also be a requirement that the provider move up units from surrounding areas to cover units that have left the Town. The ambulances shall have locating devices that allow for GPS dispatch. Automatic Vehicle Locators such as Fleeteyes, which employ GPS mapping computer software and hardware with data collecting for mobile applications installed so that they can be tracked by PD and FD dispatch. Any equipment needed to track the ambulances shall be borne by the provider. Mapping and Equipment that employs best industry practices will be **graded higher**. Said ambulances shall be immediately available to the scene, and are to be garaged in the Town of Dedham. Said ambulances shall be available on a twenty-four (24) hour, seven (7) day per week basis for the life of the contract, and shall be staffed at all times with two (2) E.M.T. Paramedics on the ALS units and two (2) EMT Basic on the BLS Units. All individuals working on the Ambulances are to be currently licensed to do ambulance work in accordance with M.G.L. Chapter 111C, and the rules and regulations established hereunder. The vehicles 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 there under. The mandated ALS vehicle shall prominently display via lettering, its designation as "Town of Dedham EMS" and "Emergency Call 9-1-1". The Contractor shall ensure that if the primary vehicle assigned to service in the Town of Dedham becomes inoperative or leaves Dedham for any reason, it shall be replaced by an identical class ambulance immediately. The

primary ALS ambulance which is dedicated to the Town of Dedham shall not be used for non-emergency transfers under any circumstances.

2. **Back-Up Vehicle & Staffing:** The contractor will garage a minimum of one (1) back-up ambulance in the Town of Dedham of the following description:
 - Class One Advanced Life Support (ALS) ambulance, twenty-four (24) hours seven (7) days per week, staffed with two State certified E.M.T. Paramedics for the life of the contract.

The contractor shall satellite a minimum of one (1) back-up ambulance in the Town of Dedham during peak times of 0700-2300 hours of the following description:

- Class One Basic Life Support (BLS) ambulance staffed with two (2) State certified E.M.T Basics for the life of the contract.

If a back-up vehicle should become inoperable or leave the Town for any reason, it shall be replaced by an identical class backup ambulance immediately.

Please note; for incidents necessitating the evacuation of residents affected by natural or manmade events, assistance in this evacuation will be required utilizing the successful proposers company owned transport vehicles capable of moving twenty (20) persons or more.

Response Time: Response time from the receipt of a call by the ambulance company to the scene of a medical emergency shall be less than six (6) minutes to ninety percent (90%) of incidents. In no event shall response time to the scene exceed ten (10) minutes. Any response to an incident beyond the ten (10) minute response time shall be reported to the Fire and Police Chiefs with a detailed explanation of the reason for the excessive response time.

Mutual Aid: The ambulance company shall establish mutual aid agreements with other ambulance services. Such mutual aid agreements will provide additional backup response including response to a mass casualty or disaster occurrence. These agreements shall be submitted to the Fire and Police Chiefs for review and approval.

Special Events: The ambulance company shall make available additional ambulances when, in the opinion of the Fire or Police Chief, there is the expectation of greater than normal demand for ambulance service in the Town of Dedham. Examples of these activities include, but are not limited to, special Town events and celebrations such as holiday parades, road races, major sporting events, and police tactical operations. The Town will provide as much lead time as possible for the planning of these events. Also, the successful vendor must provide Ambulance units at all building fires and as otherwise requested by the Fire or Police Chief or their appointed designee. Moreover, the contractor shall provide an ambulance(s) 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. In the RFP response, the proposer will describe means and methods for maximizing its benefit to the community during special events.

Regional Support: In its RFP response, the proposer shall detail its current and planned activities in the following areas:

- 1) Regional Mass Casualty Incident (MCI) Support, including equipment and personnel.
- 2) Participation and/or leadership roles in regional and state-wide public safety organizations.

Source of Calls: The ambulance company shall respond to any and all calls for service which are transmitted to the ambulance company by the Dedham Emergency 911 Dispatch Center. The ambulance company will respond to emergency ambulance calls made directly to the company by the public within the Town of Dedham. The ambulance company will make immediate notification to the Dedham Fire and Police Departments of any on-site calls for emergency medical services and/or calls received directly by the ambulance company for emergency services within the Town of Dedham. Units assigned to the Town of Dedham shall not respond outside the Town of Dedham except as dispatched by the Town of Dedham 911 Dispatch Center personnel.

Non-Transport Emergencies: The provider 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.

Certified Emergency Medical Dispatch Resource: The ambulance company will serve as the Certified Emergency Medical Dispatch Resource for the Town of Dedham, pursuant to 560 CMR 5.08. The ambulance company will serve as a secondary Public Safety Answering Point. Any expenses related to meeting the requirements of 560 CMR 5.08 will be the sole responsibility of the ambulance company. These expenses include, but are not limited to: the installation of a dedicated telephone line between the Dedham Emergency 911 Dispatch Center and the ambulance company dispatch center, which allows for automatic transfer of emergency medical calls to the secondary Public Safety Answering Point, training of ambulance company dispatch staff, and any expenses imposed by the Massachusetts Executive Office of Safety and Security. In the RFP response, the proposer shall describe the training and years of experience of all emergency medical dispatchers who will be assigned to Dedham during the course of the contract, including requirements for new hires.

Hospital Selection: The contractor 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 contractor shall follow state regulations and local protocol.

Contractual Relationship: It is agreed that in no case shall the ambulance company or ambulance personnel be considered agents or the employees of the Town of Dedham in performing services, as the Town of Dedham is not providing said service, and the contractual relationship is between the ambulance company and the recipient of said service.

Indemnification: The ambulance company agrees to hold the Town of Dedham harmless from any and all claims, settlements, lawsuits or litigation which may arise from its performance (by itself, an officer, agent, or

employee) under the Agreement, the operation of its motor vehicles, its contract with its employees, or damage to any motor vehicles caused while operating under this Agreement. The contractor also agrees to indemnify the Town of Dedham from any liability or expense imposed upon it as a result of this Agreement.

Non-Emergency Work: The contract shall in no event cover non-emergency work which the ambulance company may wish to do. The charges and conditions under which non-emergency work is to be done within the Town of Dedham shall be a matter of contract between the ambulance company and the individual user of the non-emergency service.

Insurance: The ambulance company shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Liability coverages, the contractor is required by this Agreement to name the Town of Dedham as an additional insured and to provide the Town with certificates of insurance coverage indicating that the Town of Dedham has been added as an additional insured under all insurance coverages required by this Agreement. Further, the contractor is required to provide the Town of Dedham with a copy of the current additional insured endorsement page, reflecting that the Town of Dedham has been listed as an additional insured, for each insurance policy to which the Town of Dedham has been added.

1. **Worker's Compensation:** Workers' Compensation and Employer's Liability coverages in the amounts as may be required by Massachusetts 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 that the types of insurance and coverage limits listed herein are the minimum necessary for the ambulance company to be awarded this contract. The types of insurance and coverage limits stated herein are not intended in any way to limit the ambulance company's liability for any damages arising from the ambulance company's performance under this contract.

Further, the policies must contain a notation that the insurer will give thirty (30) days' notice to the Town of Dedham 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 that the insurance coverage has been renewed or extended, shall be filed with the Town Manager.

Compensation: All compensation for services shall be billed by the ambulance company to the individual(s) for whom service is provided. The Town offers no subsidy or monetary compensation for any provision of this agreement.

Patients Experiencing Financial Hardship: The ambulance company agrees to provide discounts to those parties that are experiencing a financial hardship. The ambulance company shall work with the Town Manager or his designee to address these issues on an individual basis to the mutual satisfaction of all parties.

Town Employees: The ambulance company agrees to transport Town employees who are injured at work at the rate set by the Massachusetts Rate Setting Commission for Work-Related injuries in force at the time of transport.

Rates: In its response to this RFP, the proposer shall include a 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. Additionally, the provider agrees to furnish a thirty (30) day notice to the Town of Dedham of a pending rate change. Said notification shall be provided to the Town Manager, Fire Chief and Police Chief.

Ambulance Garaging:

An agreement for garage space and living quarters within the Town limits shall be arranged between the parties to the mutual satisfaction of each, keeping foremost the safety of the community and response times described on “**Section II-Vehicles**”

Communications:

1. The provider will program all units with the Town of Dedham Fire and Police frequencies. The provider shall require all of its units operating in the Town to at all times monitor both the primary dispatch channel (police) and the primary fire department channel.
2. The provider will provide communication equipment as directed by the Fire and Police Chiefs and shall take all reasonable steps necessary to facilitate communications between/among agencies.
3. The provider shall, upon execution of this contract, undertake at its sole cost and expense the establishment of a Public Safety Answering Point—staffed and operated exclusively by the provider’s personnel—designed to serve as a secondary PSAP for the Town of Dedham. The facility shall be staffed by EMD- trained personnel at all times. Coordination of this facility shall be achieved through cooperation with the chiefs of the Dedham Fire and Police departments, who shall have full discretion in the coordination of this facility with the existing Town dispatch facilities/personnel.
4. The primary and secondary ambulances and responders shall have direct interoperability with Dedham Fire and Police dispatch centers and units via UHF/VHF mobile radios using designated Dedham Fire and Police frequencies as well as frequencies designated by the 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 provider.
5. The provider will provide radio equipment for its ambulances serving the Town that permits direct two-way radio communication between the ambulance(s) and hospital emergency

departments to which Dedham emergency patients would be transported. Such equipment shall be compatible with the C-MED Radio Network currently in use in the Metropolitan Boston area.

Technology & Equipment: The contractor will, in the RFP response, describe its capabilities in the following areas:

1. AVL/GPS Mapping
2. Mobile Data Terminals
3. Power Stretchers
4. ePCR laptops
5. Public Safety Answering Point (PSAP) Hardware/Software
6. Age and Specifications of Defibrillator and Cardiac Monitoring Equipment in all ambulances (primary and back-up).

To assist the first responder's role in reducing mortality and residual disability from cardiac arrest, CONTRACTOR shall provide one defibrillator unit for each active, in-service fire company. (There are eight (8) different Fire Companies within the Town). CONTRACTOR shall also supply two (2) additional units to serve as spares, for a total of ten (10) units.

The defibrillators shall remain the property of CONTRACTOR and all repairs, upgrades and maintenance beyond that of the Dedham Fire Department shall be the exclusive responsibility of CONTRACTOR. In the event that CONTRACTOR is notified that a defibrillator is out of service, CONTRACTOR shall immediately replace the defective defibrillator with a fully operational unit. The defibrillator provided to the Department shall be compatible with those units in use by CONTRACTOR and shall be approved by the Chief of the Fire Department. CONTRACTOR shall provide the necessary training to all Dedham Fire, Police & Dispatch employees to become certified and recertified as part of the CPR training described above. In addition CONTRACTOR agrees to in-service all Dedham Fire personnel in the event of a change in model of defibrillator used.

The service provider shall provide the Police Department with seven (7) semi-automatic defibrillators. The defibrillators will be assigned to police units in the field and one in the Dispatch Center.

Cost of Operations: The ambulance company must assume all costs of its supplies, telephone, gasoline, oil, maintenance, materials, communications systems, and equipment, etc. in order to adequately provide ambulance service to the Town.

Personnel:

1. **Training:** All ambulance company personnel shall be trained and re-trained in compliance with M.G.L., Chapter 111C. The ambulance company will assign and remunerate personnel to attend training and orientation sessions at the authorized hospital responsible for Medical Direction in the Dedham 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 Medical Director. These sessions will be arranged and scheduled at times which are mutually agreed upon by the contractor and the Medical Director.

2. **Personnel Roster:** The contractor shall furnish the Town of Dedham at contract execution and henceforth semiannually with a roster of currently employed personnel, which shall include the following information on each employee: Name, Home Address, Date of Certification, License, and Registry Numbers. The Town of Dedham shall retain the right to verify these with the Office of Emergency Medical Services.
3. **Background Checks:** The contractor will conduct criminal background checks on all ambulance personnel prior to being assigned to work in Dedham, and at least annually thereafter, in order to determine the person's suitability and character. The contractor will comply with all laws and regulations of the Commonwealth of Massachusetts pertaining to criminal background checks.
4. **Approval of Personnel:** The Town of Dedham Fire and Police Chiefs can approve or disapprove a person for work in the Town of Dedham EMS Service. The Fire and/or Police Chief can request that a person be removed with or without cause from the EMS Service, within their complete and unfettered discretion without liability, consequence or ramification to the Town of Dedham or its officers or employees, ultimate ambulance service provider or its agents or employees and for which the proposer agrees to hold harmless and indemnify the Town and its officers, agents and employees.
5. **Minimum Staffing:** Every ambulance (primary and back-up) 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.
6. **Conduct and Appearance:** All personnel responding to EMS calls in Dedham shall maintain a professional appearance to include a nametag, neat uniform (distinctly different from Dedham Fire and Police Department uniforms) and good grooming. They shall conduct themselves in a professional manner at all times, and shall show appropriate courtesy and respect towards all people they come in contact with.
7. **Non-Discrimination:** It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharging, compensation, or terms conditions or privileges of employment because of race, color, religious creed, ancestry, handicap, national origin, sex, age, or sexual orientation.
8. **Supervision:** The ambulance company shall provide on duty twenty-four (24) hours per day, seven (7) days per week a lead supervisory person(s) that the Fire Chief, Police Chief, or Hospital Medical Director can contact to handle all operational issues. The ambulance company shall also provide an accessible senior management liaison.

9. Labor Disputes/Work Stoppages:

In the event that the ambulance company is involved in a labor dispute, and as a result of such dispute the service is interrupted, the ambulance company agrees to provide substitute services and to reimburse the Town of Dedham for any and all costs the Town incurs for interruption of service by the ambulance company.

Road Conditions and Test Runs: As part of regular operations, the contractor shall make a daily check of road conditions and construction via a call to the Dedham 911 Dispatch Center. Regular documented practice runs shall be made throughout the Town of Dedham in order to familiarize personnel with the streets and locations in order to avoid unnecessary delays in response time. The Town of Dedham, through its officers, agents, employees or designee shall have the right, but not the responsibility to test or evaluate the proposer's employees to determine and ensure such employees/ambulance drivers'/attendants' familiarity with the streets, locations and landmarks within the Town of Dedham and the quickest and most effective routes to and between locations under varying circumstances. The results of such evaluations may be considered by the Town and/or its agents as part of the provider's performance.

Subcontracting: The ambulance company shall not subcontract any services under the resulting agreement and shall not assign the contract without written consent by the Town of Dedham. This contract is not assignable, except with the express written permission of the Town of Dedham and only then upon compliance with any conditions required by the Town Manager.

Fire Incident Rehab Unit: The contractor agrees to make available to the Town, when requested, its fully staffed fire Emergency Rehab Unit to provide clinical EMS services in cooperation with ALS ambulances at all major fires, Mass Casualty Incidents, disasters, and other catastrophic emergency medical incidents. This service shall be without cost to the Town and be coordinated with and under the discretion of the Fire Chief and his designee(s).

Training

Re-Certification Training for Dedham Personnel: The contractor shall conduct, at a minimum, annual re-certification classes for all Fire and Police department EMT-B and First Responder personnel at a location determined by each respective Chief with all expenses to be borne by the provider. Classes shall be held on a group rotation schedule. Access to the annual recertification education for Town employees shall consist of:

- EMT annual recertification shall utilize an on-line system with no limitations in the number of Town employees who can access the system on a yearly basis.
- EMT recertification shall be of the on-site variety at a location and frequency of classes determined by the Fire and Police Chiefs.
- Each recertification effort identified shall meet the current model and all applicable standards set for the by the NREMT system in effect at the time.
- CPR/AED Training: The contractor will conduct annual CPR/AED training for EMT-B and First Responders, such training to be held on a group rotation schedule.

Community Support: In the RFP response, the proposer shall outline any community benefits offered. Additionally, the Town requests participation on the School Safety Committee and Substance Abuse Coalition, and other committees as may be determined.

Reporting

Monthly service reporting: The contractor will keep statistical monthly reports, in a form acceptable to the Town. Each monthly report shall be completed no later than the 15th day of each month following the month reported. These reports shall be sent to the Fire and/or Police Chief upon request.

- a. Number of Calls
 - Daily
 - Weekly
 - Monthly
- b. Calls to be segregated by:
 - Basic Life Support
 - Advanced Life Support
 - Specific note made of ALS calls responded to by non-dedicated units
- c. Dispatching Log:
 - Sequential listing of all emergency responses to include dates, time of call, time of arrival on scene, point of entry (or refusal of care, no patient, DOA, and chief complaint).
 - Names, dates of birth, addresses, and reason for transport.
 - Amount billed per patient for service

Financial Reporting: The ambulance company 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 made available to the Fire and/or Police Chief upon request.

Additional Reporting:

1. The contractor shall establish a mechanism to collect data (i.e. run sheets) regarding the Town of Dedham employees assisting in an EMS response. This is to ensure timely communications regarding any clinical infectious disease exposure. The contractor shall notify the personnel involved as well as their supervisors from within the Fire or Police Departments of the Town of Dedham.
2. Whenever the contractor files a Serious Incident and Accident Report with the Department of Public Health pursuant to 105 CMR 170.350, the contractor shall at the same time submit copies of said report to the Town of Dedham Health Department, Fire Chief and Police Chief.
3. The provider will notify the Police Chief of any personnel on the provider's roster that are involved in any investigations, motor vehicle accidents or any criminal activities, whether or not the

- incidents were in Dedham or other locations. Said incidents should be reported in timely fashion.
4. The provider shall immediately notify the Town if at any time during the term of the contract, the provider's license to operate an ambulance service is modified, suspended or 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 provider shall forward to the Town all copies of the correspondence received relative to the above matters, should they occur during the term of the contract. Any such action outlined above, (or application or proceeding to effect such, may, at the option of the Town, be considered just cause for immediate termination hereunder. Said notification and copies of all such correspondence shall be provided to the Fire Chief, Police Chief and the Town Manager.
 5. If response time to any call exceeds ten (10) minutes, the ambulance provider must notify the Fire and Police Chiefs in writing, providing a full explanation of the date, time, location of the call, the nature of the emergency service(s) provided, the actual response time, and a full and complete explanation as to why that response time exceeded ten (10) minutes.
 6. If, for any one month period of the contract, response times do not meet the standard of six (6) minutes, for ninety-percent (90%) of incidents, the ambulance provider must notify the Fire and Police Chiefs in writing, providing a full explanation of the situation, and a plan of corrective action.
 7. Provide the Police Department with a daily automated report which details the call for service; the date; the name, date of birth and address of person(s) transported; specific location person(s) was transported from; and the specific location person(s) was transported to.

Police/Fire Department Resupply System: The contractor will establish a resupply system for disposable EMS equipment utilized by the Dedham Fire Department and Police Department emergency response personnel. All disposable equipment will be provided immediately after usage and at no cost to the Town of Dedham. This shall include, but not be limited to disposable medical gloves, oxygen cylinders, boards, straps, first aid items, Naloxone and EPI pens. All disposables shall meet or exceed current industry standards and best practices. Any request by Fire and Police Departments for the latest (most current) disposable items shall be considered and reviewed for purchase at the contractors cost. A review of the current items provided will take place within one month of the effective date of the contract and on an as needed basis determined by the Fire and/or Police Chiefs.

Inspection Reports: The ambulance company must forward, upon request, a copy of all inspection reports issued by the Department of Public Health, Office of Emergency Medical Services and/or the Ambulance Regulations Program, as they pertain to Dedham. Any deficiencies noted therein must be corrected immediately.

Termination: The Town, acting through the Town Manager or his designee, shall have the right to terminate the Agreement at any time if in its sole judgment the ambulance company is not performing satisfactorily. Should the contractor, 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

such case the Town, through its authorized agent, shall have the right to terminate the agreement between the contractor and the Town, and secure services from others, and charge the cost thereof to the contractor, which shall be liable for all costs incidental thereto.

The Town shall have the right to terminate this agreement at any time if, in its sole discretion, the Town should decide to provide any portion of or all ambulance services through employees of the Dedham Fire Department, by providing the contractor with ninety (90) days advance written notice by certified mail to

the address stated herein. The provisions of this paragraph shall not alter or interfere with the Town's rights to terminate this agreement pursuant to any other provision of this agreement.

This contract may be terminated by either party upon receipt of ninety (90) days advance written notice by certified mail to the Designated Representative identified on the contract for ambulance services. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. There shall be no penalty for termination for the convenience of the Town.

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 ambulance company covenants to meet at all times such requirements and laws presented. Should any provision of this Agreement be in conflict with said regulations and laws, then said regulations and laws shall govern except when the Agreement calls for a higher standard.

Additional Documentation: The contractor, in the RFP response, will provide evidence of the following:

1. Drug and Alcohol Testing Policy and Program
2. Compliance with Health Insurance Portability and Accountability Act
3. Ability to maintain sufficient inventory on hand to provide for Mass Casualty Incidents (MCI) and/or extended operations (100 victims)
4. Ability to meet computerized reporting requirements of MDPH/OEMS
5. Quality Assurance Program to include all First Responders on a quarterly basis.
6. Orientation and Training Guidelines for employees
7. Written standard operating procedures for emergency operations, dispatch, additional staff call-in, ambulance inspections, and sick call-in.
8. Vehicle Maintenance Program
9. Criminal Background Check Policy

Periodic Reviews of Providers Performance:

1. The Town Manager may, at his/her discretion, appoint a Dedham Ambulance Service Review Committee, consisting of the following persons, or their designee:

- Town Manager
- Emergency Medical Director
- Fire Chief
- Police Chief
- Central Dispatch Supervisor

The Committee will have the authority to review the provider's performance.

2. **Performance Review:** Managers and supervisors assigned by the provider to Dedham shall be required to attend performance review sessions held by the Dedham Ambulance Service Review Committee. The review sessions will be held on an "as needed" basis for the following purposes:
 - To ensure the provider's continued compliance with the provisions of the Agreement.
 - To review response times and certain ALS calls.
 - To review paramedic ALS skill performance.
 - To address and resolve specific issues/problems.
 - To generally coordinate EMS operations in the Town of Dedham.

Medical Waste: The provider shall accept all medical waste generated at the EMS scene as well as accept medical waste collected by the Town of Dedham employees who may act as first responders to an EMS emergency. The provider will supply Bio Bins and Sharp containers to first responders as required.

III. Proposal Submission Requirements

- A. **Time and Place of Submission:** Proposals are to be submitted by mail or in person to James A. Kern, Town Manager, Town Hall, 26 Bryant St., Dedham, MA 02026 until 10:00 AM on October 16, 2015. 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, etc. If, at the time that proposals are due, Town Hall is closed due to uncontrolled events, bids will be accepted until 12:00 PM on the next day that Town Hall is open. For the purposes of determining whether a proposer has met the deadline, the clock in the office of the Town Manager shall indicate the official time. No individual extensions of this deadline will be granted.
- B. **Contents of Bid Package:** Each proposer must submit one proposal package, marked with the proposer's name and address, and "Dedham Ambulance Service". One original and five (5) copies of the proposal must be in the package.
- C. **Proposal Modifications:** A Proposer may correct, modify, or withdraw a proposal by written notice received by the Town prior to the proposal due date and time. A modification package is to be marked with the proposer's name and address and "Dedham Ambulance Service, Modification # _____". Each modification package must be numbered in sequence.

- D. **Contract Award:** The contract will be awarded by the Town of Dedham within 60 days after the proposal due date. The time for award may be extended by mutual agreement between the Town and successful proposer.
- E. **Questions:** Questions concerning this request for proposals (RFP) must be made in writing and emailed no later than **October 7, 2015 at 12:00 Noon.**

Questions should be emailed to:

nbaker@dedham-ma.gov
Nancy A. Baker, Assistant Town Manager
Town of Dedham
26 Bryant Street
Dedham, MA 02026
(781) 751-9100

Addenda: If necessary to maintain a fair and equal proposing environment, the Town will issue addenda to all Proposers who have requested bid packages. Addenda will be mailed, faxed, or e-mailed to all Contractors on record as having requested the RFP. Nevertheless, Proposers shall be responsible for ensuring that 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 RFP due date.

Finality of Proposal: After the proposal due date, a proposer 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 Proposer 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 Proposer will be notified in writing.

Contact Prohibition: All contacts with Town of Dedham personnel concerning this RFP are prohibited, except for contacts specifically described herein. This prohibition shall apply to all prospective proposers from the date of release of the RFP until an ambulance company is selected. Violation of this condition may be considered sufficient cause by the Town to reject the response and/or selection of an ambulance company.

Minimum Requirements: Any proposal which is not according to prescribed form, incomplete, not properly signed, or contrary to the instructions and requirements contained in the Request for Proposals may be rejected by the Town of Dedham.

Town's Reserved Rights: The Town may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that the cancellation or rejection services the best interests of the Town of Dedham.

Signatures: Proposals must be signed as follows:

- If the Proposer is an individual, by her/him personally.
- If the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner. If the Proposer is a corporation, by the authorized officer.

Contract: By submitting a proposal, the vendor agrees that if chosen, the vendor will enter into a contract with the Town of Dedham under the terms and conditions described in this proposal.

Contents of Proposal (Please provide the following):

Note: One (1) original, five (5) copies and a flashdrive of the Proposal must be in the Proposal envelope.

1. Name and Address of Company.
2. Contact Information for Proposal, including: Name, Address, Telephone, and E-Mail Address.
3. Acknowledgement of Addenda, if applicable.
4. 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.
5. 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.
6. 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.
7. List of all municipal contracts held by the company in the Commonwealth of Massachusetts. This list shall include the name and current telephone number of the contact person. Any omissions from this list may be grounds for dismissal of the proposal.
8. Complete and current name, address, and telephone number of at least one financial reference, one municipal official reference, and one hospital official reference.
9. A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned closures, impending merger) that may affect Proposer's ability to perform contractually.
10. Disclosure of whether or not the Proposer (or one of the joint venture partners) has been dismissed or disqualified from a bid/contract within the past five years, and if yes, the reason(s) why.
11. List of personnel by type and length of service who work for the company in the Metropolitan Boston area.
12. List of ambulances presently owned or leased by the company and used in the Metropolitan Boston area. This list should include year, make and type.
13. The company's present complete rate structure.
14. Copy of the credit collection policy proposed for the Town of Dedham.
15. Certificate of Authorization.
16. Certificate of Non-Collusion.
17. Certificate of Tax Compliance.
18. Indemnity Form.

MINIMUM EVALUATION CRITERIA

Please respond in writing to each of the following minimum evaluation criteria. Proposers who do not meet all the minimum evaluation criteria shall have their proposals rejected.

CRITERIA

- A. The Contractor is licensed by the Commonwealth of Massachusetts to operate an ambulance service for Basic Life Support (BLS) and Advanced Life Support (ALS) pursuant to State laws and regulations.
- B. The Contractor shall have five (5) years experience in the operation of an ambulance service or company without any license suspension, revocation or refusal by the Commonwealth.
- C. The Contractor shall have experience providing 911 ALS ambulance service to at least one (1) other municipality of 25,000 or more population within the Commonwealth for a minimum of one year.
- D. The Contractor shall have three (3) years of corporate experience without any bankruptcy proceedings.

Procurement of ambulance services are exempt from the requirements of M.G.L. c 30B, the Uniform Procurement Act (Act), and so proposals submitted in response to this RFP shall not be evaluated in accordance with the statute. The Town shall apply the criteria which follow in its evaluation of the proposals. The purpose of the information requested in this section is to assist the evaluation committee in making decisions about the proposers overall qualifications, including technical abilities and previous experience. Proposers should respond in writing to each criterion, responses to the following areas shall be complete and full. No rating will be given to responses which address matters outside of specific areas requested in this RFP.

Proposal will be scored as follows:

Highly advantageous – 3 points

Advantageous – 2 points

Not advantageous – 1 point

Unacceptable – 0 points

A. Emergency Ambulance Service Performance and Experience

Highly advantageous – Proposer demonstrates 10 or more years of operational expertise and experience in Dedham.

Advantageous – Proposer demonstrates 10 or more years of operational expertise and experience in communities similar to Dedham.

Less Advantageous – Proposer demonstrates over 5 years of operational experience in communities similar to Dedham.

Not advantageous – Demonstrates less than five years of operational experience in communities similar to Dedham.

Unacceptable – no clear statement of experience in providing Emergency Ambulance Service.

B. Quality of Written Proposal

Highly advantageous – provides a consistently high quality of response and meets all the specifications of the RFP with no significant exceptions.

Advantageous – meets most of the specifications in the RFP but without consistently high quality in all respects and with several significant exceptions.

Not advantageous – does not provide a high quality of response and has significant exceptions to the various specifications of the RFP.

Unacceptable – fails to respond at an acceptable level to the RFP's specifications.

C. Proposer's References

Highly advantageous – proposer's references are of uniformly high quality.

Advantageous – proposer's references are generally good but with certain qualifications.

Not advantageous – proposer's references have raised serious questions regarding performance.

Unacceptable – proposer's references are of such low quality as to provide no confidence in ability to support a service of this scope and magnitude.

D. Response to Scope of Services

Highly advantageous – presents clear, complete statement of work and demonstrates an understanding of all tasks to be accomplished.

Advantageous – presents, with some exceptions, a clear, complete statement of work and demonstrates a good, but not excellent understanding of all tasks to be accomplished.

Not advantageous – presents a statement of work that is not very clear or complete and shows a weak understanding of the tasks to be accomplished.

Unacceptable – does not present a complete statement of work and fails to show a professional understanding of the tasks to be accomplished.

E. Location of Service and Degree of Dedication to the Town

Highly advantageous - Headquartered or principal place of business located within the boundaries of the Town.

Advantageous – Satellite operation location within the boundaries of the Town.

Not advantageous – No operations located within the Town, but available for emergency responses in the Town. Satellite operation no more than one mile beyond the Town boundaries.

Unacceptable – No operations located within the Town and Satellite operation is located greater than one mile beyond the Town boundaries.

F. Vehicles and Equipment

Highly advantageous – Can provide one (1) dedicated ALS ambulance and one (1) back-up ALS ambulance which shall be garaged in the Town of Dedham and shall be available twenty-four (24) hours per day, seven (7) days per week. Also, provide one (1) BLS ambulance to satellite within the Town during peak times of 0700-2300 hours. Additional vehicles shall be provided as needed for large scale incidents or evacuations during emergency situations.

Advantageous - Can provide one (1) dedicated ALS ambulance and one (1) back-up ALS ambulance which shall be garaged in the Town of Dedham and shall be available twenty-four (24) hours per day, seven (7) days per week. Additional vehicles shall be provided as needed for large scale incidents or evacuations during emergency situations.

Not advantageous - Can provide one (1) dedicated ALS ambulance and one (1) back-up BLS ambulance which shall be garaged in the Town of Dedham and shall be available twenty-four (24) hours per day, seven (7) days per week.

Unacceptable - Can provide one (1) ALS ambulance which shall be garaged in the Town of Dedham and shall be available twenty-four (24) hours per day, seven (7) days per week.

G. Community Outreach Program

Highly advantageous – Provide three (3) or more Outreach Programs.

Advantageous – Provide two (2) or more Outreach Programs.

Not advantageous – Provide one (1) or more Outreach Programs.

Unacceptable – Does not provide Outreach Programs.

H. Training and Re-Certification Program

Highly advantageous – Provides EMT Recertification per NREMT as previously explained, both on-line with unlimited users and on-site four (4) times per month. Demonstrates a willingness to cooperate with Dedham Fire and Police training departments and provide any EMS based training as requested.

Advantageous – Provides EMT Recertification on-line with unlimited users and on-site two (2) times per month with additional classes per Dedham Fire and Police training needs.

Not advantageous – Does not provide on-line EMT recertification, only on-site.

Unacceptable – Offers no EMT Recertification.

I. Business Continuity

Highly advantageous – Proposer has provided Emergency Ambulance Service under the same corporate/management structure for the previous 10 years.

Advantageous – Proposer has provided Emergency Ambulance Service under the same corporate/management structure for the previous 5 years.

Not advantageous – Proposer has provided Emergency Ambulance Service under the same corporate/management structure for less than the previous 5 years.

Unacceptable – Proposer has not provided Emergency Ambulance Service under their present corporate/management structure.

Town of Dedham Paperwork that needs to be filled out and returned with bid: Certificate of Authorization; Non-Collusion Form; Tax Compliance Form; Indemnity Form (Certificate of liability insurance).

CERTIFICATE OF VOTE/AUTHORIZATION

Date: _____

I, _____, Clerk of _____, hereby certify that, at a meeting of the Board of Directors of said Corporation, duly held on _____, 20__ at which a quorum was present and
(Date must be earlier than date of contract)
voting, the following Vote was duly passed and is now in full force and effect.

“VOTED: That _____
(Name of Officer authorized to sign for Corporation)

be and he hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; the execution of any such contract, bond or obligation by such _____ to be valid and binding upon this
(Name of Officer)

Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Dedham; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Dedham.”

I further certify that _____ is the duly elected
(Name of Officer)
_____ of said Corporation.
(Title)

Signed _____
(Clerk-Secretary)

Place of Business: _____

Date of Contract: _____

HERE

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____
(Name and Title of Officer)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this Certificate must be countersigned by another officer of the Corporation.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signature of Individual Submitting Bid or Proposal

Printed Name

Name of Business

TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Person Submitting Bid or Proposal

Printed Name

Name of Business