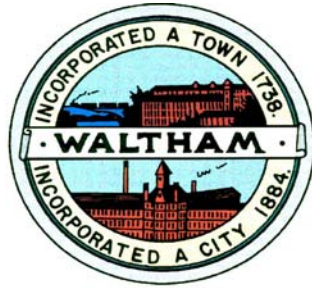


*Mayor Jeannette McCarthy  
Through  
The City of Waltham's  
Chief Procurement Officer*

*Joseph P. Pedulla*



*Robert G. Logan  
And  
the Ambulance Committee*

*Invite  
Interested Parties  
To propose the best offer and or bid  
For the service or product herewith described:*

**Ambulance Service**

*The bid opening will be held: **Thursday, September 1<sup>st</sup> 2011 at 11 AM***

**CITY OF WALTHAM**

**REQUEST FOR PROPOSALS AMBULANCE SERVICE**

The CITY OF WALTHAM, represented by its Purchasing Agent, hereafter called the Awarding Authority, seeks proposals for Ambulance Service. Sealed proposals will be received at the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, MA, 02452, until 11:00 A.M. on September 1, 2011.

The Awarding Authority reserves the right to reject any and all proposals, in whole or in part, and to waive any informalities as it determines to be in the best interest of the CITY OF WALTHAM.

Questions pertaining to this Request for Proposals should be addressed to:

**Joseph P. Pedulla, MCPPO, Chief Procurement Officer,**

Purchasing Department

Waltham City Hall,

610 Main Street,

Waltham, MA 02452

Tel: 781-314-3244,

Fax: 781-314-3245,

Email: [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us)

## **CITY OF WALTHAM SPECIFICATIONS**

### **AMBULANCE SERVICE**

#### **I. INTRODUCTION**

##### **Intent and Purpose**

The CITY OF WALTHAM seeks proposals from qualified providers of emergency medical care and transportation for Basic Life Support and Advanced Life Support Ambulance Service as defined by 105 CMR 170.020.

In Summary, the purpose of the proposal process is to determine from the proposals received which provider can best ensure that properly trained and certified personnel will provide timely emergency medical care to patients at the scene of their illness or injury, and then transport the patient to an appropriate treatment facility in the shortest practicable time utilizing safe and clean vehicles, and provide the most reliable, safe and effective services to those served.

##### **Conditions of Proposal**

1. Proposals must be received no later than 11:00 A.M. on September 1, 2011 at the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, MA, 02452.

2. Twelve (12) copies of your proposal must be submitted on the forms furnished and in a sealed envelope clearly marked on the outside with the proposer's name and the title: AMBULANCE SERVICE PROPOSAL

As part of the proposal each bidder must submit:

a. Supplemental Information Form, with attachments as necessary b. Rate Structures and Billing and Collection Procedures

c. Proposal Form

d. Certificates of Insurance

e. Bid Deposit in the amount of \$5,000.00. (Certified bank Check only)

3. The successful proposer agrees to provide Ambulance Service within the CITY OF WALTHAM at no cost to the City of Waltham.

4. The successful proposer shall comply with all applicable Federal, State, and Local laws and regulations, and warrant that they are familiar with all laws, regulations or ordinances that may be applicable and shall ensure that all their employees continue to maintain such familiarity and compliance.

5. All words, signatures, and figures submitted on the proposal shall be in ink. Proposals that are

conditional, obscure or contain additions not called for, erasures, alterations, or irregularities may be rejected as informal. More than one proposal from the same bidder will not be considered. Proposals from all those submitting will remain sealed and confidential up to the opening date and time. Proposals may be corrected, revised or supplemented (e.g. should materials, attachments referenced be missing) up to the time of opening of proposals).

6. The CITY OF WALTHAM reserves the right to reject any or all proposals, in whole or in part, as it determines to be in the best interests of the CITY OF WALTHAM.

### **Awarding of Contract**

The contract for Ambulance Service for the CITY OF WALTHAM will be awarded to the most advantageous proposer within forty-five (45) business days of the proposal opening.

Minimum Evaluation Criteria shall include:

1. Currently licensed by the Commonwealth of Massachusetts to operate an ambulance service providing services at the Paramedic Level pursuant to 105 CMR 170.295 (B).
2. Minimum of five (5) years corporate experience in the operation of an ambulance service without any license suspension, revocation, or refusal to renew by the Commonwealth of Massachusetts.
3. Minimum of two (2) years corporate experience without any bankruptcy proceedings or filings.
4. Minimum of three (3) years of experience providing first line 911 EMS service to at least three (3) other comparable communities, including size and population, within Massachusetts, said service to include ALS and BLS response.
5. Ability to provide three (3) positive references for each of the following categories:
  - a. Municipal Official
  - b. Hospital Official
  - c. Bank or Vendor
6. Experience with providing emergency medical response for large scale disasters.

## **II. OPERATIONAL REQUIREMENTS**

The Provider under Contract to the CITY OF WALTHAM shall hold a valid License issued by the Commonwealth of Massachusetts Department of Public Health for operation of a Basic Life Support (BLS) Ambulance Service, and Advanced Life Support (ALS) Ambulance Service providing services at the Paramedic Level pursuant to 105 CMR 170.295 (B), and shall maintain said License status for the entire term of the Contract, and any renewal(s) thereof. Basic Life Support and Advanced Life Support shall mean that level of services as defined in the Regulations at 105 CMR 170.020 and any and all local requirements set forth in these Specifications, or as otherwise agreed to by The Provider and the CITY OF WALTHAM. The Provider shall provide defibrillators on all of their units servicing the CITY OF WALTHAM in an EMS capacity and personnel trained to the appropriate level to man these units.

### **Changes in Laws and Regulations**

The ambulance service shall at all times keep itself fully informed of and meet any applicable federal, state, and municipal laws, ordinances, rules and regulations including, but not limited to M.G.L. c. 111C and 105 CMR 170 et seq. If any clause of the contract conflicts with such law, that clause shall be void insofar as it is inconsistent with said law.

### **Hours of Coverage**

All dedicated EMS Units operating in the CITY OF WALTHAM shall be fully staffed twenty- four (24) hours daily, seven (7) days weekly. Such coverage shall be for emergency coverage only.

### **Vehicles**

The Provider shall provide the CITY OF WALTHAM with a minimum of two (2) ALS Units and one (1) BLS Unit twenty-four (24) hours per day, as defined within 105 CMR 170.385, strategically placed within the limits of the CITY OF WALTHAM. These vehicles shall be dedicated to 911 EMS transport servicing those persons within The CITY OF WALTHAM. [See 1.1.1 and 1.1.2 in the Agreement]

The above requirement for “one (1) BLS Unit twenty-four (24) hours per day” may, upon the approval of the awarding authority, be satisfied by the provision of two (2) dedicated BLS Units for a combined total of twenty-four (24) hours per day, such Units to be deployed during peak hours and strategically placed in two different locations within the limits of the CITY OF WALTHAM.

The company providing service must demonstrate how back up will be provided when the need for additional units becomes necessary. This will address moveup requirements to include time limits for travel when dedicated units have been committed. When the second dedicated unit is dispatched, The Provider shall immediately dispatch the closest available unit to Waltham to provide backup coverage. Backup must arrive within the city limits within,

fifteen (15) minutes of the second dedicated unit having been dispatched. [See 1.2 in the Agreement]

All vehicles shall be Class I ambulances pursuant to 105 CMR 170.445. All vehicles shall be no more than three (3) years old, and the vehicles and their maintenance logs shall be readily available for inspection at The Provider's Waltham place of business without prior notice. All vehicles shall have equipment and supplies as required by Massachusetts Regulations. [See 1.3, 1.4, and 1.5 in the Agreement]

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. Said records of maintenance shall be furnished to the CITY OF WALTHAM within one (1) week after inspection. [See 1.7 in the Agreement]

The Provider shall keep the ambulances in a heated garage or building at all times when used in service under said contract, except when in response to a call, or strategically placed within the CITY OF WALTHAM for efficient response, or in the performance of repairs. [See 1.7 in the Agreement]

The Units providing service to the CITY OF WALTHAM shall meet all Federal, State, and local requirements. Said ambulances shall be equipped and staffed so as to render all usual and necessary services incidental to the transportation of those requiring ambulance services. All ALS Units shall be equipped and staffed so as to render service at the Paramedic Level pursuant to 105 CMR 170.295 (B).

### **Basing of Vehicles**

The Basing of the ambulance shall be undertaken by The Provider, at his own expense, before the start of the contract period. The vehicles to be used in the performance of said contract shall be garaged within the CITY OF WALTHAM in a location agreeable to the CITY OF WALTHAM, and in compliance with all applicable laws, ordinances or regulations.

### **Personnel**

All personnel employed by The Provider to staff the ambulances shall be certified in the appropriate level commensurate with their responsibilities; i.e., Emergency Medical Technicians (EMT's) or Paramedics as defined by Massachusetts General Laws. [See 3.1 in the Agreement]

The Provider shall furnish the CITY OF WALTHAM 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 CITY OF WALTHAM shall retain the right to verify these with the Office

of Emergency Medical Services. [See 3.2 in the Agreement]

All persons assigned to work in the CITY OF WALTHAM must provide a completed background check prior to assignment to determine the person's suitability and character. The result of this check shall be reviewed by a CITY OF WALTHAM representative who will give final authorization for the individual to be assigned to the CITY OF WALTHAM EMS system. This check shall also be performed on a semi-annual and/or random basis. All personnel who are or may be involved with the above referenced Ambulance services within the City of Waltham shall sign releases/waivers or authorizations permitting the City or its agents to inquire into and obtain complete federal or state criminal history or employment, background, information and data and provide such information to those persons assigned to the City's Ambulance Review Committee. [See 3.3 in the Agreement]

The CITY OF WALTHAM Fire and Police Departments designees or the Emergency Medical Director of the Newton-Wellesley Hospital can approve or disapprove a person for work in the CITY OF WALTHAM EMS Service. The above agencies 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 City of Waltham or its officers or employees, ultimate ambulance service provider or its agents or employees and for which proposer agrees to hold harmless and indemnify the City and its officers, agents and employees. [See 3.4 in the Agreement]

Employees must be assigned permanently to the Waltham EMS Units. Each Unit must have a minimum one- (1) person with one (1) year experience responding to EMS calls. [See 3.6 in the Agreement]

The company shall provide documentation of staff training and certification to the Emergency Medical Director of the Newton-Wellesley Hospital for compliance review. [See 3.7 in the Agreement]

The City of Waltham, through its officers, agents, employees or designee shall have the right, but not 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 City of Waltham and the quickest and most effective routes to and between locations under varying circumstances. The results of such evaluations may be considered by the City and/or its agents as part of The Provider's performance. [See 3.8 in the Agreement]

The company shall assure stability of personnel on the dedicated units so as to maximize their knowledge of the CITY OF WALTHAM streets and locations.

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.

All personnel responding to EMS calls in Waltham shall maintain a professional appearance to include a neat uniform 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. Any employee of The Provider who demonstrates a consistent poor attitude or pattern of personal conflict with anyone while on duty in Waltham shall be immediately reassigned to another location by The Provider, at the written request of the Awarding Authority or the Chief of Police. [See 3.5 in the Agreement]

### **Routine Operating Procedures**

As part of regular operations The Provider shall make a daily check of road conditions and construction by a call to the 911 Dispatch Center. [See 4.1 in the Agreement]

Regular documented practice runs shall be made throughout the CITY OF WALTHAM in order to familiarize personnel with the streets and locations in order to avoid unnecessary delays in response time. [See 4.2 in the Agreement]

The Provider shall furnish the CITY OF WALTHAM, upon request, with a copy of its written policies and procedures, including, but not limited to, the following:

1. Certification and recertification of attendants (and all training records)
2. Back up services
3. Communications
4. Stocking of supplies
5. Use of lights and warning signals
6. Staffing
7. Conduct
8. Mechanical failure
9. Inspection authorities
10. Non-discrimination hiring policy
11. Current Financial Reports

[See 4.3 in the Agreement]

A copy of the policies and procedures shall be submitted to the CITY OF WALTHAM with the proposal.

The City of Waltham, through its 911 Dispatch Center, will notify and initiate dispatch of EMS



ambulance units assigned to Waltham by The Provider, for all Emergency "911" calls received by such 911 Dispatch Center. [See 5.1 in the Agreement]

The Provider must maintain its ability to communicate with the CITY OF WALTHAM 911 Dispatch Center by telephone and two-way radio, both at its principal place of business and the site where its vehicles are garaged in the CITY OF WALTHAM. The Provider must maintain two-way radios in the ambulance so as to be able to communicate with the CITY OF WALTHAM 911 Dispatch Center, Fire and Police personnel, as well as C-Med. The Provider shall make necessary arrangements for a direct telephone to be installed at The Provider's expense between the CITY OF WALTHAM 911 Dispatch Center and The Provider's Dispatcher. It shall be the responsibility of The Provider to take any steps and procedures necessary to ensure optimum speed and efficiency in response between its personnel and equipment in the coordination of information/dispatches with the Waltham 911 Dispatch Center. [See 5.2 in the Agreement]

While vehicles shall be so equipped with two-way radio communications as mentioned above in fixed mobile units, additionally each unit shall be equipped with two (2) portable radios to communicate with the 911 Dispatch Center when the personnel are not in the vehicle. All backup units shall be equipped with some means of communicating with the Waltham 911 Dispatch Center. [See 5.2 in the Agreement]

The Provider shall furnish each unit assigned to the CITY OF WALTHAM with cellular phone communications and make the number available to the CITY OF WALTHAM 911 Emergency Dispatch Center. [See 5.3 in the Agreement]

### **Response to Calls**

The Provider shall respond immediately to all calls for service by the CITY OF WALTHAM 911 Dispatch Center. All units assigned to the CITY OF WALTHAM shall not respond outside the CITY OF WALTHAM except as dispatched by the CITY OF WALTHAM 911 Dispatch Center personnel. The Provider shall respond to all calls for emergency medical service and arrive at such scene or emergency within six (6) minutes or less, of dispatch for ninety percent (90%) of the calls assigned.

### **Medical Operating Procedures**

The Provider must describe in detail medical Quality Assurance Programs. Such programs must meet the approval of the Emergency Medical Director of the Newton-Wellesley Hospital. The Provider shall execute a medical control agreement with the Newton-Wellesley Hospital for ALS affiliation. The Provider shall participate in an ambulance operations work group established by the CITY OF WALTHAM. [See 6.1, 6.2 in the Agreement]

### **Dispatching**

The CITY OF WALTHAM has designated the 911 Dispatch Center as the agency responsible for receiving calls and dispatching ambulances for emergency medical assistance and the transportation of the sick and injured. [See 5.1 in the Agreement]

### **Transport of All Patients after Dispatch**

Providers are reminded of the requirements set forth in the Regulations as to the transport of patients:

"No ambulance service or agent thereof shall refuse, in the case of critical illness or injury, to dispatch an available ambulance, to provide life-support at the scene, or to transport a patient to an appropriate place of treatment within its regular operating area" This requirement shall be strictly enforced and reviewed during the term of the Contract with The Provider.

The Provider shall transport within or without the CITY OF WALTHAM, contagious and infectious disease cases, as directed by the Board of Health or other designated CITY OF WALTHAM or State authority. [See 6.3 in the Agreement]

Patients shall be transported to the Newton-Wellesley Hospital or such other hospital as may be designated by the supervising physician in the Hospital emergency room in accordance with the accepted practice. [See 6.4 in the Agreement]

Once patients are delivered to the hospital, and the responsibility for their medical care is fully assumed by the emergency room staff, all provider personnel/units transporting patients from Waltham shall immediately notify the Waltham 911 Dispatch Center via radio that they are clear from the hospital, and shall return to their assigned stations as soon as possible. There shall be no unnecessary loitering in hospitals or anywhere else outside the boundaries of the City of Waltham by staff of any of the dedicated units. [See 6.5 in the Agreement]

### **Record Keeping**

All record keeping shall be prescribed by the regulations in 105 CMR 170.345, 170.347, 170.350. All such records shall be made available for inspection by the Emergency Medical Director, and/or a designated representative from the CITY OF WALTHAM Police or Fire Departments upon request. In addition, The Provider shall supply to the above the following information through written communications upon request: [See 6.6 in the Agreement]

1. Requests for service
2. Source of request for service
3. Number of patients transported
4. Response times
5. Amount billed per patient for service
6. Diagnosis codes

7. Skills used by EMTs
8. Demographics of the patient population
9. The Provider shall furnish a fee schedule. [See 6.7.5 in the Agreement]

The Provider shall establish a mechanism to collect data (i.e., run sheets) regarding the CITY OF WALTHAM employees assisting in an EMS Response. This is to insure timely communications regarding any clinical infectious disease exposure. The Provider shall notify the personnel involved as well as their supervisors from within the Fire or Police Departments of the CITY OF WALTHAM.

The Provider shall provide all additional reports as requested by the CITY OF WALTHAM or its representative agencies.

Whenever The Provider shall file a Serious Incident and Accident Report with the Department of Public Health pursuant to 105 CMR 170.350, The Provider shall at the same time submit copies of said report to the Awarding Authority, the Police Chief, and the Chairperson of the Waltham Ambulance Service Review Committee. [See 6.7.4 in the Agreement]

#### **Periodic Reviews of Providers Performance**

1. Responsibility for periodic review of The Provider's performance on medical treatment of patients shall be vested with the Emergency Medical Director, and any Fire or Police Department personnel so designated. The Awarding Authority and Police Chief shall designate a staff member to represent each Department in the supervision of this review, and to coordinate any other duties assumed relative to supervision of The Provider's performance, functioning as an Ambulance Service Working Group for the City of Waltham. The Waltham Ambulance Service Review Committee shall also have the authority to review such performance as it deems necessary. [See 2.10 in the Agreement]

2. Performance Review: –Managers and supervisors assigned by The Provider to Waltham shall be required to attend periodic performance review sessions held by the Waltham Ambulance Service Review Committee and the Ambulance Operations Working Group of the City of Waltham. The Operations Working Group review sessions will be held on a quarterly basis at a minimum, and the Ambulance Service Review Committee review sessions will be held at least twice per year for the following purposes: 1) to ensure The Provider's continued compliance with the provisions of the Agreement; 2) to review response times and certain ALS calls; 3) to review paramedic ALS skill performance; 4) to address and resolve specific issues/problems; and 5) to generally coordinate EMS operations in the City of Waltham. The Provider shall provide the City with a quarterly written performance report by the second week of October, January, April, and July of each year during the term of this Agreement. Each quarterly performance report shall include, but not necessarily be limited to, the following information: [See 2.9 in the Agreement]

- Listing of all EMS calls responded to in Waltham, showing - location of call, nature of

call, total response time, total on-scene time, ALS or BLS response, and ALS or BLS transport;

- Explanation for all calls with a "response" time greater than six (6) minutes;
- Explanation for all calls with an "on-scene" time of greater than twenty (20) minutes;
- Personnel roster listing names, dates of initial certification, and dates of hire for all full and part-time paramedics working regular shifts in Waltham (should also highlight any new personnel added since the last report);
- Skill assessment for each paramedic assigned to Waltham, including specific information on success/failure rates for intubations and Ns;
- Remediation plans for individual paramedics with ALS skill problems;
- Paramedic diagnosis accuracy rates;
- Point-of-entry for all patients;
- Summary of all "cardiac arrest" cases;
- Summary of all ALS patients transported by a BLS unit.
- Update the Provider's Waltham's Standard Operating Procedure Manual at the request of the City to meet the operational needs of the City's EMS operations.
- Notify the City 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 Waltham or other locations. Said incidents should be reported timely.

The Departments shall develop any reporting formats deemed necessary to collect and record information relative to the performance of The Provider.

3. The Provider shall respond to the CITY OF WALTHAM Ambulance Service Review Committee within fifteen (15) days of any reporting period (calendar month) as to the system's response time and those calls exceeding six (6) minutes. In the event that The Provider does not achieve a ninety percent (90%) threshold of six (6) minute responses, a detailed corrective action plan shall be submitted to the Committee at this time. Failure of The Provider to correct inadequate response times for two (2) consecutive reporting periods or three (3) periods in any calendar year shall allow the CITY OF WALTHAM to seek alternative EMS Services and shall constitute a material breach of The Provider's agreement with the CITY OF WALTHAM. [See 2.8.2 in the Agreement]

4. Because the exact cost to the City in direct personnel involvement, standby, administrative review, oversight, and overhead would be difficult if not impossible to isolate and identify for a particular incident and cumulatively for incident's within a period, liquidated damage of One Thousand Dollars (\$1,000) per month shall be paid to the CITY OF WALTHAM should The Provider fail to meet its performance obligations for two (2) consecutive months and for each successive month thereafter. Should The Provider fail to meet its performance obligations for any five (5) months of the previous twelve (12) months, a penalty of Three Thousand Dollars (\$3,000) per month beginning with said fifth (5<sup>th</sup>) month shall be paid to the CITY OF WALTHAM, notwithstanding the provisions of paragraph (3) above if so elected by the CITY OF WALTHAM. [See 2.8.1 in the Agreement]

In addition if the City incurs any other increased costs, expenses (including attorneys costs) or

liability as a result (either directly or indirectly) of any breach by The Provider hereunder The City shall be indemnified and held harmless by The Provider for such additional costs, expenses or liabilities.

Notwithstanding the provisions above, The Provider shall report in writing to the Waltham Ambulance Service Review Committee within twenty-four (24) hours explaining any emergency response above ten (10) minutes. For any critical incident, as may be determined by the Awarding Authority or Chief of Police, The Provider shall submit a detailed incident report to the City. Said report shall be submitted to the Chief of Police, the Awarding Authority, and the Chairperson of the Waltham Ambulance Service Review Committee. [See 6.7.3 in the Agreement]

### **Advertising and Public Information**

The Provider shall, at its own expense, prior to the start of service, place an advertisement in the Waltham News Tribune newspaper for a period of one (1) week to include the following information:

1. Full name of The Provider
2. Mailing address
3. A statement to include the following:
  - a. The telephone number for emergency calls
  - b. The local telephone number(s) to be used for non-emergency calls or business calls to the Provider.

### **Services Made Available to the CITY OF WALTHAM and Community Outreach Programs**

1. The Provider shall transport to the area hospitals without charge to the patient, any employee of the CITY OF WALTHAM injured within the CITY OF WALTHAM in the course of employment.
2. The Provider shall provide educational services, including but not limited to First Aid/CPR training for First Responders and members of the Police and Fire Auxiliary, blood pressure screenings, and school visits to familiarize students and faculty with procedures. (As in Appendix D)
3. 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.
4. The Provider shall provide a non-dedicated ambulance for all CITY OF WALTHAM sponsored functions, such as the Fourth of July celebration, varsity football games, City of Waltham picnic on the common, City of Waltham parades, and other events as determined by the

awarding authority, etc..

5. The Provider shall assist in EMS Training for Fire, Police, and 911 Dispatchers (Per Appendix D).

6. The Provider shall supply expendable medical supplies (see attachment A) to all Fire and Police Units within the CITY OF WALTHAM.

7. The Provider shall maintain all existing defibrillator equipment owned or operated by the City of Waltham and update all machines (See Appendix C) that need updating for the CITY OF WALTHAM. The Provider shall also train designated City of Waltham personnel in the proper care and use of Automatic External Defibrillators (AEDs).

8. The Provider shall also provide all semi-automatic defibrillator (S.A.E.D) training and retraining that is required to maintain certification for all Waltham Fire and Police personnel so designated. See appendix D

9. The Provider shall accept all medical waste generated at the EMS scene as well as accept medical waste collected by CITY OF WALTHAM employees who may act as first responders to an EMS emergency, and any other training per the working group such as fire department operations.

10. The Provider shall participate in the CITY OF WALTHAM Emergency Operations Planning Committee.

12. The Provider shall participate in the CITY OF WALTHAM Ambulance Operations Work Group as deemed necessary by the Ambulance Service Review Committee.

### **III. FINANCIAL OPERATIONS**

There shall be no charge to the CITY OF WALTHAM for the provision of emergency ambulance service.

The Provider further agrees to furnish on demand to the CITY OF WALTHAM a full schedule of its charges for emergency ambulance services, and to keep said charges in place for a one (1) year period. Additionally The Provider agrees to furnish a thirty (30) day notice to the CITY OF WALTHAM of a pending rate change. Said notification shall be provided to the Chief of Police, the Awarding Authority, and the Chairperson of the Waltham Ambulance Service Review Committee. [See 7.1 in the Agreement]

The Provider agrees to assume the duty and obligation to take all notification, approval, administrative, filing, billing, etc. steps requested or required by any third party payers/insurers of those individuals who have received the EMS services and transportation from The Providers' ambulance(s) and personnel. The Provider warrants and agrees, that the rates and billings it seeks to receive payment for shall not exceed such rates and guidelines as are approved under Medicaid or other applicable Federal or state laws regulations or guidelines. [See 7.3 in the Agreement]

The Provider agrees that emergency services shall be provided without respect to the ability to pay. The Provider agrees that it shall give appropriate consideration to modification of charges, on an individual basis, for those persons identified by the CITY OF WALTHAM Ambulance Service Review Committee, as demonstrably unable to pay the full charges billed the patient. [See 7.3 in the Agreement]

No charge shall be made to any patient for the cost of providing service at those times where The Provider transports no patient. This would include the following examples: calls where The Provider is requested to stand-by as a precautionary measure, where the patient refuses services, or for any other reason as may occur during the term of the contract. [See 7.4 in the Agreement]

#### **Payments by Patients for Specific Services**

The Provider shall be responsible for billing patients or his or her third party provider. The CITY OF WALTHAM shall not be responsible for any unpaid bills or balances. [See 7.5 in the Agreement]

In no event shall the CITY OF WALTHAM be responsible for any charges, which The Provider is for any reason unable to collect for the emergency services provided under The Provider's Contract with the CITY OF WALTHAM. [See 7.6 in the Agreement]

#### **IV. CONTRACT REQUIREMENTS Inclusion of Proposal into Contract**

All items included in this RFP (Request For Proposals )/specifications shall become part of The Provider's Contract with the CITY OF WALTHAM for ambulance service, and be considered to be included within and a part of The Provider's initial proposal and offer to provide such ambulance services.

##### **Term of Contract**

The term of the contract shall be for a period of five (5) years and may be renewed annually thereafter with mutual consent. [See 8.1 in the Agreement]

##### **Performance Bond**

Payment and performance bonds in the amount of one hundred thousand dollars (\$100,000) shall be issued to the CITY OF WALTHAM within thirty (30) days of the execution of the contract as security for the faithful performance of the contract. This shall include, but is not limited to, damages which will be incurred by the CITY OF WALTHAM in the event of the failure to meet a term or condition of the contract. Also it shall act as a security for payment of all persons performing labor and furnishing materials and equipment in connection with this contract. The bond shall be executed yearly and shall be obtained from a surety authorized to do business in the Commonwealth of Massachusetts and acceptable to the CITY OF WALTHAM. Failure to provide the above bonds within thirty (30) days of the execution of the contract shall make the contract voidable at the option of the CITY OF WALTHAM. (The City of Waltham shall also have the option to accept and hold, at its discretion, unencumbered, unconditional, unrestricted cash sums in lieu of surety company bond secure/ensure the above performance and payments by The Provider.) [See 8.2 in the Agreement]

##### **Termination of Contract Notice**

Either The Provider or the CITY OF WALTHAM may terminate the contract by giving ninety (90) days notice, in writing, delivered by Certified Mail. The CITY OF WALTHAM reserves the right to terminate the contract for unsatisfactory services rendered, lack of cooperation, or other just cause by giving thirty (30) days notice in writing delivered by Certified Mail to The Provider and to hold The Provider liable and responsible for all damages caused to the CITY OF WALTHAM. [See 8.3 in the Agreement]

##### **Severability**

If any section, paragraph, term or provision of the contract is determined illegal, invalid or unconstitutional by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision of the contract, all of which shall remain in full force and effect for the term of the contract or any renewal thereof. [See 8.4 in the



Agreement]

### **Non-Exclusivity**

Nothing in the contract shall be interpreted as preventing any request for backup emergency ambulance service or non-emergency ambulance service from being made to any provider other than that under contract with the CITY OF WALTHAM. [See 8.6 in the Agreement]

### **Insurance**

The Provider must carry liability and property damage insurance. The Provider shall furnish a Certificate of Insurance to the CITY OF WALTHAM to demonstrate that the vehicles to be used in the CITY OF WALTHAM possess the following minimum coverage: [See 8.7 in the Agreement]

1. Property Damage - insurance shall be carried by The Provider, at its own expense, on all vehicles used in the performance of its contract. The Provider must be insured for the sum of at least \$1,000,000.00 for property damage per vehicle. [See 8.7.2 in the Agreement]

2. Personal Injury - insurance shall be carried by The Provider at its own expense. The Provider must be insured for the sum of at least \$500,000.00 for injuries to or death of anyone person, and, subject to the limit as respects injury to or death of one person, a minimum \$1,000,000.00 on account of anyone accident for injuries to or death of more than one person. [See 8.7.3 in the Agreement]

3. Workers Compensation - The Provider shall contract for and maintain during term of the contract, workers compensation insurance for all employees employed in the course of performing services under the contract as is reasonably necessary to protect said service from claims under M.G.L. c. 152, the Workers Compensation Law. [See 8.7.4 in the Agreement]

4. The Provider shall carry and maintain insurance as specified above and in such form as shall protect its performing work as covered by the contract, and protect the CITY OF WALTHAM and its employees, agents and officials from all claims and liability for damages for bodily injury, including accidental death, property damage, and professional malpractice, which may arise from operations under the contract.

### **Hold Harmless Clause**

Should the need arise at the time of the City's assistance to a response for a uniformed member of the Fire Department to drive the ambulance while The Provider's personnel are attending to a patient then, if requested, a Fire Department member may, at the direction of The Provider operate the ambulance to assist in the transportation of the patient to a medical facility. Accordingly, The Provider shall carry a Commercial Auto Policy with additional Insured Coverage with additional insured endorsement naming the City as an additional insured party. [See 8.7.6 in the Agreement]

The Provider agrees to hold harmless the CITY OF WALTHAM from any and all lawsuits or litigation which may arise at any time from the operation of its motor vehicles or the conduct of its employees while under contract to the CITY OF WALTHAM, and also agrees to indemnify the CITY OF WALTHAM from liability imposed upon it as a result of any of its activities hereunder. The Provider shall be solely responsible for assuming liability of its personnel and of the patients carried in its vehicles while under contract with the CITY OF WALTHAM. The Provider's obligations shall be secured by producing full line insurance coverage (e.g. Motor Vehicle, general liability, hazardous operations, Worker's Comp., Professional liability, etc.) - occurrence type, not "Claims Made" - in minimum amounts of \$500,000/person \$1,000,000/occurrence with excess/umbrella coverage of \$2,500,000 with properly licensed insurance company naming the City of Waltham as additional insured and having waiver of subrogation similar waiver as against the City of Waltham or its officers or employees. (See also requirements outlined in section "Insurance".) [See 8.8 in the Agreement]

#### **Notification of Change in License Status**

The Provider shall immediately notify the CITY OF WALTHAM 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 107.235 The Provider shall forward to the CITY OF WALTHAM 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 City, be considered, just cause for immediate termination hereunder. Said notification and copies of all such correspondence shall be provided to the Chief of Police, the Awarding Authority, and the Chairperson of the Waltham Ambulance Service Review Committee. [See 8.15 in the Agreement]

#### **Transfer of License/Assignment of Contract**

The Provider's contract with the CITY OF WALTHAM shall not be transferred or assigned, including transfer or assignments through bankruptcy or insolvency proceedings, without the prior written consent of the Mayor of the CITY OF WALTHAM. The Provider shall submit to the CITY OF WALTHAM purchasing agent, for his review on the matter of a proposed transfer, a copy of the written approval received from the Commonwealth of Massachusetts Department of Public Health for such a transfer, issued pursuant to Regulations. [See 8.16 in the Agreement]

#### **Work Stoppage; Rights of the City of Waltham**

In the event The Provider suffers a work stoppage as a result of a strike, job action, or other industrial relations dispute interfering with the emergency ambulance service, the CITY OF WALTHAM shall be given the free and exclusive use of the ambulances assigned to the CITY OF WALTHAM to maintain emergency ambulance services as it sees fit. If such occasion(s)

arise those City of Waltham personnel utilizing said vehicles and acting as substitute personnel of The Provider shall be considered the employees of The Provider for purposes of G.L. c. 152 and for purposes of wages/pay at such City Employee's current rate of compensation/benefits and other such incidents and liabilities of employment. [See 8.17 in the Agreement]

This paragraph shall not be considered or otherwise used to attempt to limit, restrict or impair rights or benefits of any City employee under the provision of any law, collective bargaining agreement, contract or ordinance.

## **V. GENERAL REQUIREMENTS Confidentiality**

All services provided pursuant to the contract are confidential, and information and reports regarding such service shall not be disclosed in whole or in part to any person or organization other than duly authorized representatives of the CITY OF WALTHAM without prior written authorization of the Mayor of the CITY OF WALTHAM. The ambulance service shall take all necessary steps to insure that no member of its staff discloses any such information, except as herein permitted. [See 9.1 in the Agreement]

### **Discrimination Prohibited**

The ambulance service, in compliance with 105 CMR 170.335, agrees not to discriminate on the grounds of race, color, religion, national origin, age or sex in any aspect of the provision of ambulance service or in employment practices. [See 9.3 in the Agreement]

## **VI. COMPARATIVE EVALUATION CRITERIA**

The following criteria will be applied to those proposals which have met the minimum evaluation criteria.

**1. Municipal Experience** - Municipal experience means experience in comparable municipalities to Waltham in size and population where The Provider performed both BLS and ALS service.

a. Highly advantageous - More than five municipal contracts in place for at least five years. b.

Advantageous - Three to five municipal contracts in place for at least five years.

c. Not advantageous - three municipal contracts in place for at least three years.

d. Not acceptable - Less than three municipal contracts in place for at least three years.

**2. Location of service and degree of dedication to the CITY OF WALTHAM** (i.e. Service includes the place of vehicle garaging and local headquarters for those personnel of The Provider assigned to respond in the City of Waltham under this contract for ambulance services.)

a. Highly advantageous - Service is centrally located in relation to the geographical distribution of call volume across the CITY OF WALTHAM with at least three ambulances specifically dedicated to EMS transfers required by the CITY OF WALTHAM. The ambulances dedicated are to be two (2) ALS ambulances and one (1) or more BLS ambulances strategically located to afford the most advantageous response to calls for EMS. In lieu of a centrally located garage it shall be also be considered highly advantageous if The Provider has two (2) garage locations in the City, one (1) on the North side of the City and one (1) on the South Side.

b. Advantageous - Service is garaged in the CITY OF WALTHAM with at least three ambulances specifically dedicated to EMS transfers required by the CITY OF WALTHAM. The ambulances dedicated are to be two (2) ALS ambulances one of which shall be located on the North side of the CITY OF WALTHAM during peak traffic periods and one of which shall be located on the South Side during peak traffic periods, and one (1) or more BLS ambulances strategically located to afford the most advantageous response to calls for EMS.

c. Not acceptable - Service is not located in the CITY OF WALTHAM and not available for emergency responses in the CITY OF WALTHAM.

**3. Provision of Services to the CITY OF WALTHAM and Community Outreach programs**

a. Highly Advantageous - The Provider will accept and complete all provisions listed as 1-12 under the section in the Request for Proposals identified as Services Made Available to the CITY OF WALTHAM and Community Outreach Programs.

**4. Ambulance Fleet providing services to the City of Waltham.**

a. Highly Advantageous - The Provider will provide a fleet of three (3) or more ambulances to service the CITY OF WALTHAM that is less than three years old from the date of service. (throughout the life of the contract)

b. Advantageous - The Provider will provide a fleet of three (3) or more ambulances to service the CITY OF WALTHAM that is less than four (4) years old from the date of service. (throughout the life of the contract)

c. Not acceptable - The Provider will provide a fleet of less than three (3) ambulances and/or ambulances that are more than four years old.

**5. Ambulance fleet providing service to the CITY OF WALTHAM - the ability to provide back-up ambulances.**

a. Highly advantageous - The Provider has the ability to automatically assign a back-up ambulance to the CITY OF WALTHAM when the second dedicated Waltham unit is dispatched. This unit must be geographically located so as to have the ability to respond to EMS calls and to arrive within Waltham city limits within ten (10) minutes after the second dedicated Waltham unit is dispatched.

b. Advantageous - The Provider has the ability to assign a back-up ambulance to the CITY OF WALTHAM when all dedicated Waltham units are engaged. This unit must have the ability to respond to EMS calls to be geographically located within Waltham city limits within twelve (12) minutes after the second dedicated Waltham unit is dispatched.

c. Not advantageous - The Provider has the ability to assign a back-up ambulance to the CITY OF WALTHAM when all dedicated Waltham units are engaged. This unit must have the ability to respond to EMS calls to be geographically located within Waltham city limits within fifteen (15) minutes after the second dedicated Waltham unit is dispatched.

d. Not acceptable - The Provider has the ability to assign a back-up ambulance to the CITY OF WALTHAM when all dedicated Waltham units are engaged. This unit does not have the ability to respond to EMS calls to be geographically located within Waltham city limits within fifteen (15) minutes after the second dedicated Waltham unit is dispatched.

**6. The company will have the ability to provide support during large scale incidents with own equipment.**

a. Highly Advantageous – Within 15 minutes to provide an ADD of 5 units.

a1. Within 30 minutes to provide an ADD of 10 units.

a2. Within 1 hour to provide an ADD of 20 units. a3. Within 2 hours to provide an ADD of 30 units.

b. Not Acceptable – Any variation providing less resource than stated/required above in 6(A).

**7. Additional requirements – the company will have the ability to provide:**

a. CAD integration software as first stage to a silent dispatch system

Yes \_\_\_\_\_ No \_\_\_\_\_

b. Mobile data terminal to allow enhanced communication and reduced air traffic

Yes \_\_\_\_\_ No \_\_\_\_\_

c. Additional AVL/GPS screen to the 911 to locate the closest units to accident. This screen shall become the property of this City of Waltham.

Yes \_\_\_\_\_ No \_\_\_\_\_

d. New CASS ambulance accreditation.

Yes \_\_\_\_\_ No \_\_\_\_\_

e. Driver Monitoring System

Yes \_\_\_\_\_ No \_\_\_\_\_

**8. Please describe if your organization had employees involved in the recent OEMS credentialing and certification investigation, and if so;**

a. How many employees were implicated?

b. What was the date your organization was first notified?

c. What corrective actions did your organization take?

d. When did you take such actions (please provide date/timeline).

e. What corrective actions did your organization take to prevent or reduce the risk of this happening in the future?

**CITY OF WALTHAM, MASSACHUSETTS PROPOSAL FORM**

**AMBULANCE SERVICE**

The undersigned hereby propose to furnish all equipment, labor and supervision required to furnish Basic Life and Advanced Life Support Ambulance Service for the CITY OF WALTHAM in accordance with the RFP Solicitation Terms contained within the Request for Proposals. We agree to provide such services at no cost to the CITY OF WALTHAM and also further agree that, if within forty five (45) business days after the opening of the proposals hereunder, this proposal or any part thereof shall be accepted by the CITY OF WALTHAM, as evidenced by written notice delivered to the undersigned at the address given below, to execute properly a Contract which includes, in part, those conditions as set forth in said RFP Solicitation Terms and to include any provisions which may be mutually agreed upon in addition to the above, which are included within the Proposal from The Provider, and not inconsistent with the RFP Solicitation Terms herein.

In accordance with M.G.L., the undersigned certifies that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

In accordance with M.G.L., the undersigned certifies that the proposer has filed all state tax returns and paid all state taxes required under law.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Signature of  
Company Officer: \_\_\_\_\_

Name & Title  
of Signatory: \_\_\_\_\_ (voluntary)

Social Security or  
Federal ID Number: \_\_\_\_\_

Date: \_\_\_\_\_



Proposer acknowledges receipt of Addendums No.(s) \_\_\_\_\_

## **SUPPLEMENTAL INFORMATION FORM**

All bidders shall submit responses to the following requests for information, which shall be used to assess the bidder's qualifications to provide ambulance service to the CITY OF WALTHAM. Failure of the bidder to answer any questions, or comply with any directive contained in the following forms may be used by the awarding authority as grounds to disqualify the bid from any consideration for award. If a question or directive does not pertain to your organization in any way, indicate that fact with the symbol N/A. If additional space is necessary, attach separate 8- inch x 11-inch sheets of white paper.

### **A. HISTORICAL INFORMATION**

A.1. Indicate exactly the name by which your organization is known.

A.2. Indicate the number of years your organization has been in operation under its present business name.

A.3. Indicate the number of years your organization has been in business as an ambulance provider under its current name.

A.4. Indicate all other names by which your organization has been known and the length of time known by each name.

### **B. ORGANIZATIONAL STRUCTURE**

B.1. If a Corporation, list or attach the following:

- a. Date of incorporation:
- b. Type of corporation:
- c. Name of President:
- d. Name of Vice-President:
- e. Name of Secretary or Clerk:
- f. Name of Treasurer:
- g. A copy of the Articles of Organization as filed with the Commonwealth of Massachusetts Secretary of State.
- h. If incorporated in a state other than Massachusetts, please attach similar forms as requested above.

B.2. If a Partnership, list or attach the following:

- a. State in which organized:
- b. Date of organization:
- c. Type of Partnership:
- d. Names of all principal partners:

B.3. If a Business Trust, list or attach the following:

- a. State in which organized:

- b. Date of organization:
- c. Names of principal officers:
- d. A copy of Declaration of Business as filed with the Commonwealth of Massachusetts Secretary of State.

B.4. If a Sole Proprietorship, list or attach the following:

- a. Date business initiated:
- b. Name of owner:

### **C. ORGANIZATIONAL CAPACITY OF WALTHAM/EXPERIENCE**

Answer or list by attachment the following information concerning the qualifications and experience of your organization:

C.1. Attach a copy of current License to Operate an Ambulance Service issued pursuant to regulations

C.2. Indicate by marking the appropriate space whether your license has been revoked, suspended or a renewal has been refused by the Commonwealth of Massachusetts Department of Public Health during the five years prior to this Request for Bids.

Yes \_\_\_\_\_ No \_\_\_\_\_ Less than 5 years of experience \_\_\_\_\_

C.3. Provide a list of all the communities within Massachusetts for which your firm currently provides ambulance service. Include the name of a contact person for each community as well as the date the current contract began and the date it expires.

C.4. Indicate whether any municipal ambulance service contract with your firm was terminated within the past three (3) years.

Yes \_\_\_\_\_ No \_\_\_\_\_

C.5. Provide a list of all communities within Massachusetts for which your firm had a contract in the past three (3) years. Include the name of a contact person for each community and the reason, if any, that you no longer provide ambulance service to a community if such is the case.

C.6. Indicate whether your firm filed for bankruptcy during the past three- (3) years.

Yes \_\_\_\_\_ No \_\_\_\_\_

C.7. List or attach three (3) references for each of the following categories:

- a. Municipal Official:
- b. Hospital Official:
- c. Bank or Vendor:

**ATTACHMENT A**  
**EXPENDABLE MEDICAL SUPPLY LIST**

Oxygen  
Resuscitation Bag (Adult and Child Facepiece)  
Non-Rebreather Mask (Adult and Child)  
Nasal Cannula (Adult and Child)  
Suction Bulb Syringe  
Airways (Assorted Sizes)  
Infant Resuscitation  
Bag Burn Sheet (Disposable)  
Cath-Guide Airways  
Burn Towel Dressing 15" x 20"  
Cervical Collar  
1" Bandages  
Triangular Bandages  
Sterile Water Solution -500 ml.  
Ace Bandages 3"  
Examination Gloves  
Kling Sterile Bandage 3"  
Gauze Pads Sterile 3" x 3"  
Gauze Pads Sterile 4" x 4"  
Bulb Syringe 3 oz. Sterile  
Epi Pens  
Surge Pads 5" x 9"  
Instant Ice Packs Eye Pads Sterile  
1" Cloth Tape  
Alcohol Preps  
1" Adhesive Tape  
First Aid Cream

**Appendix C**  
**Public Access AED**

Vendor will work in conjunction with the City Fire Department, the City School Department and the Newton-Wellesley Hospital to maintain and oversee the Public Access AED program. Upon a mutually agreed upon schedule, Vendor will be responsible for:

- Periodic inspections of AED, to ensure operational readiness
- Offer periodic training for City employees on the use and care of the AED
- Replace expired AED pads and Adult Pedi
- Download AED after use and return AED service
- Maintain records for each AED and forward reports to the appropriate administrators.

Vendor will work with the Awarding Authority or his designee to create an inspection schedule and procedure that meets the requirements set forth by the manufacturer.

## Appendix D City Public Safety Employee Education

### First Responders

The following education Services shall be offered to City First Responders at no additional cost to the City:

### Fire Department

- Quarterly Continuing Education 96 hours per (1) year
- EMT Basic Refresher - 96 hours per (1) year
- CPR/AED Training 32 hours per (3) year
- (5) spots annually in Vendor's EMT Basic program, unused spots may be carried over for the life of the contract
- (1) spot in Vendor's Paramedic Program
- In-service training on ambulance operations
- Provide EMS Rounds

### Police Department

- CPR/AED Training 32 hours per (1) year
- First Aid (Crossing Guards) 3 hours per (1) year

### Auxiliary Fire

- Quarterly Continuing Education 12 hours per (1) year
- CPR/AED 4 hours per (3) year
- May attend any Vendor refresher free of charge

### 911 ETD

- CPR/AED 8 hours per (3) year
- EMD 12 hours per (1) year

Vendor will assign a training representative to work with each respective department in order to customize a training schedule that meets the needs of the department.

### Community Outreach

Upon appointment and as available:

- Blood pressure screening at retirement residences and community events
- School visits to familiarize students and faculty with procedures
- Any group of (4) or more, from a non-profit, can schedule CPR recertification at their facility if their employees are required to be CPR certified
- Vendor will offer a "Friends and Family" CPR and first aid class free of charge to the public
- A Vendor CPR instructor will be offered, free of charge, to complete the skills check off for any one that takes the online AHA class. An appointment will need to be scheduled for the skills check off.

### Additional Training Services

Vendor offers a number of competitively priced continuing education courses, which any employee of the City will be eligible to enroll at any Vendor location.

The provider will train youth organizations, coaches and instructors in First Aid-CPR-ADD DEFIB as determined by the ambulance operations Working Group of the City of Waltham.

# Compliance

(Ambulance Service)

# Compliance

The compliance documents in this section must be completed, signed and returned **with your bid package.**

## Purchasing Department

City of Waltham  
610 Main Street  
Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

### Section Index

Check when Complete

- Non-collusion form and tax compliance form..... \_\_\_\_\_
- Corporation Identification Form..... \_\_\_\_\_
- Certificate of Vote Authorization..... \_\_\_\_\_
- CORI background Check confirmation..... \_\_\_\_\_
- Three (3) References..... \_\_\_\_\_
- \$5,000 Bid Bond or Certified Check..... \_\_\_\_\_
- Workman's and General Liability Insurance..... \_\_\_\_\_
- Debarment Certificate ..... \_\_\_\_\_
- Right-to-know Law..... \_\_\_\_\_

**Before the commencement of the Job, the contractor must provide to the above office:**

- Performance Bond for \$100,000 of the contract value and naming the City of Waltham (***letter must be included with your response***)

Your Company's Name: \_\_\_\_\_

Service or Product Bid \_\_\_\_\_

**NOTE:** Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**NON-COLLUSION FORM AND TAX COMPLIANCE FORM**

**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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

\_\_\_\_\_  
(Signature of person signing bid or proposal)

\_\_\_\_\_  
(Name of business)

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**TAX COMPLIANCE CERTIFICATION**

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

\_\_\_\_\_  
Name of business

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.



**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

I \_\_\_\_\_, Clerk of \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That \_\_\_\_\_ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seat, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, 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.

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_ of said corporation

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

Print Name: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, \_\_\_\_\_

Notary Public;

My Commission expires: \_\_\_\_\_

## CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

**If a Corporation:**

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_

**If a foreign (out of State) Corporation** – Are you registered to do business in Massachusetts?

Yes \_\_\_\_\_,

No \_\_\_\_\_

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

**If a Partnership:** (Name all partners)

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual** doing business under a firm's name:

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Residence \_\_\_\_\_

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

Business Address

(POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City

State

Telephone

Number

**CORI CHECK VERIFICATION**

**NOTICE TO ALL CONTRACTORS**

ALL CONTRACTORS AWARDED A CONTRACT MUST PROVIDE THE WALTHAM PURCHASING DEPARTMENT WRITTEN CONFIRMATION OF ITS FULL COMPLIANCE WITH M.G.L. CHAPTER 71, SECTION 38R, WHICH REQUIRES CORI CHECKS FOR ALL SCHOOL EMPLOYEES AND VOLUNTEERS, AS WELL AS ANY AND ALL CONTRACTORS OF ANY KIND, OR LABORERS WHO PERFORM WORK ON SCHOOL GROUNDS, AND WHO MAY HAVE DIRECT AND UNMONITORED CONTACT WITH CHILDREN PLEASE SIGN BELOW TO INDICATE THAT THE ABOVE MASSACHUSETTS GENERAL LAW HAS BEEN ADDRESSED BY YOUR COMPANY.

PLEASE SIGN BELOW TO INDICATE THAT THE ABOVE MASSACHUSETTS GENERAL LAW HAS BEEN ADDRESSED BY YOUR COMPANY

---

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Signature \_\_\_\_\_, Date \_\_\_\_\_

Print Name \_\_\_\_\_, Title \_\_\_\_\_

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES**

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

**Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.**

**RIGHT TO KNOW LAW**

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

---

Authorized Signature Indicating Compliance with the Right-to-know laws:

---

Signature

Date

---

Print Name

-

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Chief Procurement Officer of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

---

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail Address  
\_\_\_\_\_

Signed by Authorized Company Representative:  
\_\_\_\_\_

Print name \_\_\_\_\_,

Date \_\_\_\_\_

Agreement to Provide Emergency Medical Services to the  
City of Waltham

This agreement is entered into this 1<sup>st</sup> day of September 2011 by and between the City of Waltham, hereinafter referred to as the "the City", and \_\_\_\_\_ (Company) hereinafter referred to as "Vendor", to provide Emergency Medical Services and transportation ("EMS") in the City.

WHEREAS, the city seeks to assure that properly trained and certified personnel will provide safe and timely emergency medical care to patients of the City's 911 emergency response system; and

WHEREAS, Vendor is a licensed provider of high quality EMS with the capability to provide EMS within the City's jurisdiction, and desires to provide such EMS, subject to the terms and conditions specified herein.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. Scope of Services

1.1. Dedicate Units – Vendor shall assign the following resources to the City for emergency responses only:

1.1.1 Two (2) Advanced Life Support Ambulance (the "ALS Ambulances"), 24 hours per day, 365 days per year, staffed and equipped at the Paramedic level and one (1) Basic Life Support Ambulance (the "BLS Ambulance"), 24 hours per day, 365 days per year, staffed at the Emergency Medical Technician-Basic level pursuant to 105 CMR 170.305 et. Seq and other such laws or regulations as promulgated by the appropriate federal, state, or local government or agency. (Collectively the ALS Ambulance and the BLS Ambulance shall be referred to as the "Dedicated Units")

1.1.2 The BLS Ambulance at the request of the Ambulance Service Review Committee (the "Awarding Authority") or Ambulance Operations Working Group (the "Working Group") may be scheduled in a manner to include (2) BLS units, the combined hours of dedicated service is not to exceed 168 hours per week.

1.2. Back Up Ambulance Service – In the event that only one of the Dedicated Units is available to receive a request for service, Vendor shall immediately dispatch back up ambulance service through a non-dedicated unit which shall arrive in the City within fifteen (15) minutes of being dispatched to the City.

1.3. Vehicle Age – The three (3) Dedicated Units shall be no more than three (3) years old, and the vehicles and their maintenance logs shall be readily available for inspection, without prior notice. Any additional vehicles assigned to the City shall meet the requirements of G.L. c. 11C to emergency medical service.

1.4. Vehicle Condition – Vendor shall maintain and keep all the ambulances required by this Agreement in good mechanical and operating condition. The vehicles must be inspected every ninety (90) days by a certified automobile 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 applicable safety regulations. Records of maintenance shall be furnished to the City upon request.

1.5. Vehicle Type – The ALS Ambulances shall be Class I Modular Type III ambulance and the BLS Ambulance shall be a Class I Type II ambulance that meet the requirements of G.L. c. 111C and 105 CMR 170.455 as well as all other applicable federal, state, and local laws and regulations.

- 1.6. Replacement Vehicle – Upon the serious mechanical failure or incapacitation of a Dedicated Unit, Vendor shall replace the affected Dedicated Unit within two (2) hours of discovering the incapacitation of Dedicated Unit.
- 1.7. Garaging – Vendor will keep the Dedicated Units in a heated garage or building at all times, except when in responses to a call, when strategically posted within the City in accordance with the System Status Management Plan, in the performance of repairs, or as many reasonably be necessary not to do so. The vehicle shall be housed in the City at Vendor’s expense and in compliance with all-applicable laws, ordinances or regulations.
  - 1.7.1 Vehicle Compliance – The Dedicated Units and any back up units shall comply with all Federal, State, and local requirements, and shall be equipped so as to render all usual and necessary services incident to the transportation of those patients requiring ambulance services.
- 1.8. Defibrillators – The dedicated Units and any back up units shall be equipped with defibrillators, and all personnel shall be appropriately trained to operate this equipment.
- 1.9. Other Services and Community Outreach Programs
  - 1.9.1 Vendor shall transport to the appropriate area hospital without charge to the patient, any employee of the City who is injured or otherwise requires medically necessary transportation while on duty and while acting within the scope and course of their employment.
  - 1.9.2 Vendor agrees to maintain the City’s existing Public Access A.E.D.s on a schedule mutually agreeable to both parties and in accordance with the requirements more specifically described in Appendix C.
  - 1.9.3 Vendor shall provide, at no cost to the City, stand by ambulance service with no-dedicated units for all City-Sponsored Functions, as mutually agreed upon by Vendor and the Working Group. City-Sponsored Functions may include but are not limited to parades, certain sporting events, and holiday celebrations.
  - 1.9.4 Vendor will assist in providing State-Mandated EMS training fore Fire, Police, and 911 dispatchers and the Fire Auxiliary on a schedule mutually agreeable to both parties.
  - 1.9.5 Vendor shall provide the community education opportunities more specifically described in Appendix D. (See Appendix D)
  - 1.9.6 Vendor will replace, on a one-for-one basis, those expendable medical supplies used by City first responders at an emergency scene. A list of the most commonly used supplies has been included herein as Appendix A. This list may be modified from time to time as mutually agreed upon by the parties in writing.
  - 1.9.7 Vendor will accept medical waste generated at an emergency scene by the City’s first responders.
  - 1.9.8 Vendor shall participate in the City Emergency Operations Planning Committee.
  - 1.9.9 Vendor will participate in the Working Group as deemed necessary by the Awarding Authority.
2. Response Time Standards
  - 2.1 Obligation to Respond – At the direction of the 911 Dispatch Center, Vendor will respond to all calls for service, and shall provide the level of medical care reasonably warranted by the patient’s condition and in accordance will applicable treatment protocols.
  - 2.2 City deployment – all units assigned to the City of Waltham shall not respond outside the City except as dispatched by the 911 dispatch Center.



- 2.3 Deployment Plan – Subject to the Approval of the Ambulance Service Working Group, Vendor shall develop a Dedicated Unit deployment plan to facilitate compliance the Response Time Standard more specifically described herein.
- 2.4 On Scene Release – The parties acknowledge that in accordance applicable protocol upon arriving on scene Vendor shall not leave the incident scene unless the Vendor personnel are released by the incident commander.
- 2.5 Regionalization and Mutual Aid – Both parties will cooperates with any efforts wither party makes to enhance the City’s EMS System through Mutual Aid or Regionalization.
- 2.6 Response Time Standard – Vendor will use its best efforts to arrive at the Destination within six (6) minutes following Dispatch, 90% of the time calculated each calendar month. For purpose of the foregoing, a “Dispatch” shall be deemed to have occurred when Vendor acknowledges receipt of all information required to respond, as specified by the Dispatch Center (“Destination”). Vendor shall be deemed to have arrived at the Destination when the ambulance comes to stops at the Destination or, in the event of an unopened gate or other obstacle which impedes the ambulance from proceeding to such destination, when the ambulance stops at such obstacle. In the event an ambulance is reassigned en route to another location, the time of dispatch shall be deemed to be the time of such reassignment.
- 2.7 Response Time Exceptions – In determining whether Vendor has met the Response Time Standard for each call during any calendar month, calls which fail to meet the applicable Response Time Standard for reasons beyond Vendor’s reasonable control, including but not necessarily limited to the following reasons, shall be excluded from the compliance calculation:
  - 2.7.1 The ambulance is blocked or impeded by a train, slow or impassable traffic or other impediment beyond Vendor’s reasonable control;
  - 2.7.2 The Dispatch Center provides inaccurate or incorrect information regarding the Destination;
  - 2.7.3 Incidents requiring multiple responses, wherein only the response time for the first arriving ambulance must be counted;
  - 2.7.4 The Destination is outside the City;
  - 2.7.5 Inclement weather, including but not limited to snow, dense fog or severe rain; or any “Act of God” creating a severe weather condition.
  - 2.7.6 The system is experiencing extraordinary demand for the time period in question;
  - 2.7.7 The Destination is determined to be off road;
  - 2.7.8 The Destination is:
    - 2.7.8.1 A facility with multiple buildings
    - 2.7.8.2 A location requiring an escort onto the grounds
    - 2.7.8.3 A facility where access is only permissible through a specific entrance
  - 2.7.9 A Destination where the conditions are such that the public safety or the safety or the EMS crews is endangered.
- 2.8 Performance Penalties. Vendor shall be subject to the following Performance Penalties:
  - 2.8.1 Fines. In the event Vendor fails to comply with the Response Time Standard 90% of the time in any two (2) consecutive months, Vendor shall pay only upon the written request of the City a fine in the amount of one thousand dollars (\$1,000.00) beginning in the third month and for each month thereafter until such time as Vendor achieves compliance. In the event Vendor fails to comply with Response Time Standard 90% of the time in any five (5) months within a twelve (12) month period, Vendor shall pay only upon the written request the City a fine in the amount of three thousand dollars (\$3,000.00) payable in the month.

2.8.2 Corrective Action Plan. Material Breach. In the event that Vendor fails to comply with the Response Time Standard 90% of the time in any two (2) consecutive months, Vendor shall present to the Working Group a detailed corrective action plan to bring Vendor into Response Time Standard Compliance. The corrective action plan shall include a mutually agreed upon timeline within which Vendor shall become complaint. If Vendor is not compliant within the corrective action plan timeline, Vendor may be declared by the City in its reasonable discretion to be in material breach of the agreement subject to the termination provisions provided for herein.

2.9 EMS System Review – Both parties recognize that the Response Time Standard represents a new performance standard for the City’s EMS System. Vendor shall meet monthly with the Working Group to review the system’s performance against the Response Time Standard and refine the Deployment Plan and Dispatch procedures and protocols as needed to ensure compliance with the Response Time Standard. Deployment plans shall include such strategies as the posting of units at locations best suited to assure optimal response time performance.

2.10 Performance Review – Managers and supervisors assigned by Vendor to the City shall be required to attend periodic performance review sessions held by the Awarding Authority and the Working Group. The Working Group review sessions will be held on a quarterly basis at minimum, and the Awarding Authority review sessions will be held at least twice a year for the following purposes: 1) to ensure Vendor’s continued compliance with the provisions of the agreements; 2) to review response times and certain ALS calls; 3) to review paramedic ALS skill performance; and 4) to address and resolve specific issues/problems

### 3. Personnel

3.1 Certification – All personnel employed by Vendor to staff the ambulance shall be certified in the appropriate level commensurate with their responsibilities; i.e., EMT – Paramedic and EMT – Basic as defined by Massachusetts General Laws and applicable agency regulations.

3.2 Roster – Vendor shall furnish the City at contract execution and upon request with a roster of currently employed personnel, regularly scheduled in the City EMS system, which shall include the following information on each employee; name, date of certification, license, and registry numbers. The City shall retain the right to verify these with the Office of Emergency Medical Services.

3.3 Background Check – Vendor will assure that all persons assigned to work in the City will provide a completed background check prior to assignment to determine the person’s suitability and character. The result of this check will be reviewed by the Chief of the Fire Department or his Designee, who will give final authorization for the individual to be assigned to the City EMS system. This check will also be performed on a random basis. All personnel assigned to the City shall authorize the City, in writing, to inquire into and obtain complete federal or state criminal history or employment, background, information and data and provide such information the Awarding Authority upon request.

3.4 City Approval – As required by and in compliance with the laws of Massachusetts, the City Fire and Police Departments’ designees or the Emergency Medical Director of the Newton Wellesley Hospital can approve or disapprove a person for work in the City EMS Service. Upon the reasonable determination that an employee presents a potential threat to public safety, the above agencies can request that a person be removed with or without cause from the EMS Service. Prior to removal of any employee, the parties shall meet to discuss the employee and to develop appropriate corrective action, if necessary.

- 3.5 Conduct and Appearance – All Vendor personnel responding to calls in Waltham shall maintain a professional appearance to include a neat, approved Vendor uniform 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. Any employee of Vendor who demonstrates a consistent poor attitude or pattern of personal conflict with anyone while on duty in the City shall be immediately reassigned to another location by Vendor, at the written request of the Awarding Authority or the Chief of Police.
  - 3.6 Minimum Experience – Employees must be assigned permanently to the Waltham EMS Units. Each Unit must have a minimum one (1) person with one (1) year experience responding to EMS calls in the City.
  - 3.7 Medical Director Review – Vendor will provide documentation of staff training and certification to the Emergency Medical Director of the Newton Wellesley Hospital for compliance review.
  - 3.8 City Evaluation – The City, through its officers, agents, employees or designee shall have the right, but not the responsibility to test or evaluate Vendor’s employees to determine and ensure such employees’ familiarity with the streets, locations and landmarks within the City and the most quick and effective routes to and between locations under varying circumstances. The results of such evaluations may be considered by the City as part of Vendor’s performance.
4. Routine Operating Procedures
    - 4.1 As part of regular operations, Vendor staff assigned to the Dedicated Units shall make a routine check of road conditions and construction, and if necessary, report the conditions to the 911 Dispatch Center.
    - 4.2 Vendor shall assure that regular documented practice runs whenever possible will be made throughout the City whenever possible in order to familiarize personnel with the streets and locations in order to avoid unnecessary delays in response time.
    - 4.3 Vendor shall furnish the City, upon request, with a copy of its written policies and procedures, including, but not limited to the following:
      - 4.3.1 Certification and recertification of attendants (and all training records)
      - 4.3.2 Back up services
      - 4.3.3 Communications
      - 4.3.4 Stocking of supplies
      - 4.3.5 Use of lights and warning signals
      - 4.3.6 Staffing
      - 4.3.7 Conduct
      - 4.3.8 Mechanical Failure
      - 4.3.9 Inspection authority
      - 4.3.10 Non-Discrimination hiring policy
      - 4.3.11 Current Financial Reports
  5. Dispatch Communications
    - 5.1 City Dispatch – The City has designated the 911 Dispatch Center as the agency responsible for receiving calls and dispatching ambulances for emergency medical assistance and the transportation of the sick and injured.
    - 5.2 Communication Equipment – Vendor must maintain its ability to communicate with 911 Dispatch Center by telephone and two-way radio, both at its principle place of business and the site where its vehicles are garaged in the City. Vendor must maintain two-way radios in the ambulance so as to be able to communicate with the City 911 Dispatch Center, Fire and Police personnel, as well as the Countywide Medical Dispatch Center (“C-Med”). It shall be the responsibility of Vendor to take any steps and procedures necessary to ensure optimum speed

and efficiency in response between its personnel and equipment in the coordination of information/dispatches with the 911 Dispatch Center.

5.3 Vendor shall furnish each unit assigned to the City with Cellular phone communications and make the number available to the 911 Dispatch Center.

6. Medical Operating Procedures

6.1 Quality Improvement Program – Vendor shall operate a quality Improvement program that meets the approval of the Emergency Medical Director of the Newton Wellesley Hospital or any other affiliated hospital chosen by the Working Group

6.2 Medical Control – Vendor shall maintain an ALS affiliation agreement with the Newton Wellesley Hospital or such other hospital as may be necessary for medical control services.

6.3 Infectious Diseases – Vendor shall transport within or without the City, contagious and infectious disease cases, as directed by the Board of Health or other designated City or State authority.

6.4 Point of Entry Plan – Patients will be transported to the Newton Wellesley Hospital or such other hospital in accordance with the accepted point-of-entry practice.

6.5 Time on Task – Once patients are delivered to the hospital, and the responsibility for their medical care is fully assumed by the emergency room staff, all Vendor personnel/Units shall immediately notify the 911 Dispatch Center via radio that they are clear from the hospital, and shall return to their assigned post locations as soon as reasonably loitering in the hospitals or anywhere else outside the boundaries of the City by a Dedicated Unit and the Vendor personnel assigned to that Designated Unit.

6.6 Record Keeping – All records shall be kept and maintained in accordance with all applicable federal, state, and local laws, and regulations, including but not limited to 105 CMR 170.240, 170.245. All such records shall be made available for inspection by the Emergency Medical Director, and/or a designated representative from City Police or Fire Department upon request.

6.6.1 Requests for service

6.6.2 Source of request for service

6.6.3 Number of patients transported

6.6.4 Response times

6.7 Reports – Vendor shall produce the following reports for the City;

6.7.1 Response Time Compliance Report – Within fifteen (15) days of the end of each month, Vendor will provide the Working Group a report detailing the system's response time performance and those calls exceeding the Response Time Standard.

6.7.2 Quarterly Performance Report to the Awarding Authority - On a quarterly basis, Vendor will provide the Awarding Authority a report detaining Vendor response time and operational performance for the preceding quarter.

6.7.3 Delayed Response Report – In the event the response time to a request for service exceeds ten (ten) minutes, Vendor will provide a detailed written report regarding the circumstances of surrounding this response to the Working Group within twenty-four (24) hours of the request for service.

6.7.4 Serious Incident Report - Vendor shall file a Serious Incident or Accident report submitted with the Department of Public Health Pursuant to 105 CMR 170.350. Vendor shall submit copies of said report to the Awarding Authority, the Policy Chief, and the Chairperson of the Awarding Authority.

6.7.5 Infectious Disease Data – Vendor will establish a mechanism to collect data (i.e., run sheets) regarding the City employees assisting in an EMS response. This is to insure timely communications regarding any clinical infectious disease exposure. Vendor will notify the personnel involved as well as their supervisors from thin the City Fire or Police Departments.

6.7.6 Other Reports – Vendor will work with the City, the Awarding Authority, and the Working Group to develop other such reports regarding system performance as needed.

6.7.7 Report Format – All reports described in this Section 6.7 shall be provided in a format mutually agreed upon by the parties.

## 7. FINANCIAL OPERATIONS

7.1. Schedule of Charges – Vendor shall provide the City with a schedule of its current charges to consumers of its services, attached hereto as Appendix B, and keep said charges in place for a one (1) year period or changed upon mutual acknowledgement by both parties. Vendor agrees to furnish a thirty (30) day notice to the City of any pending rate change. Said notification shall be provided to the Chief of Police, the Fire Chief and the Chairperson of the Awarding Authority.

7.2. Billing and Collection Practices – Vendor patient billing practices shall be conducted in a professional and businesslike manner consistent with applicable Federal and State laws and regulations and Vendor Policies and Procedures. A copy of said Policies and Procedures will be provided to the City upon request.

7.3. Patients' Ability to Pay – Vendor agrees that emergency services will be provided without respect to the ability to pay. Vendor agrees that it will consider modification of charges, on an individual basis, for those persons identified by the City, the Awarding Authority, or the Working Group, as demonstrably unable to pay the full charges billed the patient.

7.4. Billing for Non-Transport Services – No charge shall be made to any patient for the cost of providing service at those times where patient care is not provided, or where BLS-level services are provided but the patient refuses transport. This would include the following examples: calls where Vendor is requested to stand-by as a precautionary measure, where the patient refuses services for any other reason as may occur during the term of the contract. Vendor reserves the right to bill patients for any ALS-level services that are rendered to a patient who accepts or requests service or when consent is implied and said patient then refuses or is unable to be transported to the hospital.

7.5. Patient Responsibility to Pay – Vendor shall be responsible for billing patients and/or the patient's third party payer. The City will not be responsible for any unpaid bills or balances except in those cases where the patient is a City employee and the City directs Vendor to bill the City directly

7.6. Uncollected Funds – In no event shall the city be responsible for any charges that Vendor is, for any reason, unable to collect for the emergency services provided under this agreement.

7.7. Service Fee – There will be no service fee charged to the City for services.

7.8. Billing Information – Vendor will provide a local phone number to the City and on the Patients' invoices which will provide a resource through which any billing concerns may be addressed.

## 8. CONTRACT REQUIREMENTS

8.1. Term of Agreement – This agreement is effective at 12:00 midnight, October 1, 2011 through 12:00 midnight, September 30, 2016 and may be renewed annually thereafter with mutual consent. Renewals, if any, must be made in writing and executed by both parties.

8.2. Performance Bond – Payment and performance bonds in the amount of one hundred thousand dollars (\$100,000) shall be issued to the City within thirty (30) days of the execution of the contract as security for the faithful performance of the contract. This shall include, but is not limited to, damages which will be incurred by the City in the event of the failure to meet a term or condition of the contract. Also it shall act as a security for payment of all persons performing labor and furnishing materials and equipment in connection with this contract. The bond shall be executed yearly and shall be obtained from a surety authorized to do business in the

Commonwealth of Massachusetts and acceptable to the City. Failure to provide the above bonds within thirty (30) days of the execution of the contract shall make the contract voidable at the option of the City.

- 8.3. Termination of Contract Notice – Either Vendor or the City may terminate the contract by giving ninety (90) days notice, in writing, delivered by Certified Mail. The reserves the right to terminate the contract for unsatisfactory services rendered, lack of cooperation, or other just cause by giving thirty (30) days notice in writing delivered by Certified Mail to Vendor and to hold Vendor liable and responsible for all damages caused to the City.
- 8.4. Severability – If any section, paragraph, term or provision of the contract is determined illegal, invalid or unconstitutional by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision of the contract, all of which will remain in full force and effect for the term of the contract or any renewal thereof.
- 8.5. Agreement Terms – This document represents the agreement by and between the City and Vendor for the Provision of Emergency Medical Services in its entirety and supersedes any and all prior request for Proposals, Proposal, previous Agreement or other representation of provider services or City obligation. This agreement may be modified only by and through written consent of both parties.
- 8.6. Non-Exclusivity – Nothing in the contract shall be interpreted as preventing any request for backup emergency ambulance service or non-emergency ambulance service from being made to any Provider other than that under contract with the City.
- 8.7. Insurance – Vendor shall furnish a Certificate of Insurance to the City, with the City included as named additional insured, to demonstrate that the vehicles to be used in the City possesses the following minimum coverage paid for by Vendor:
  - 8.7.1. Vendor shall carry and maintain insurance as specified below and in such from as shall protect its performing work as covered by this agreement, and protect the City and its employees, agents and officials from all claims and liability for damages for bodily injury, including accidental death, property damage, and professional malpractice, which may arise from operations under the contract.
  - 8.7.2. Property Damage – at least \$1,000,000.00 for property damage per vehicle.
  - 8.7.3. Personal injury – at least \$500,000.00 for injuries to or death of any person, and subject to the limit as respects injury to or death of one person, a minimum \$1,000,000.00 on account of any one accident for injuries to or death of more than one person.
  - 8.7.4. Workers Compensation – Workers compensation insurance for all employees engaged in the course of performing services under the contract as is reasonably necessary to protect said service from claims under M.G.L.c. 152, the Workers Compensation Law. Pursuant to Massachusetts law, the City should not be named as a named Additional insured as to Workers Compensation coverage.
  - 8.7.5. Excess/umbrella coverage of \$2,500,000 with property licensed insurance company naming the City as a named additional insured and having waiver of subrogation or comparable waiver against the City or its officers or employees.
  - 8.7.6. City Employees on Vendor Vehicles. Should the need arise at the time of the City's assistance to a response for a uniformed member of the Fire Department to drive the ambulance while Vendor's personnel are attending to a patient then, if requested, a Fire Department member may, at the direction of Vendor, operate the ambulance to assist in the transportation of the patient to a medical facility. Accordingly, Vendor shall carry a Commercial Auto Policy with additional insured coverage with additional insured endorsement naming the City as an additional insured party.
- 8.8. Indemnification.

- 8.8.1. Vendor's Obligations. Vendor agrees to indemnify and hold harmless (and upon request, defend) the City, its employees, officers and agents (each of which persons and organization is an indemnitee) from and against any and all claims, costs (including reasonable attorneys' fees), Liabilities, judgments, or obligations whatsoever, (collectively, "Liabilities"), to the extent they arise out of the negligent act or failure to act or willful misconduct by Vendor, or its employees or agents.
- 8.8.2. Notice and Defense. As a condition of indemnification under paragraphs (a) or (b), the indemnitee shall be required to provide written notice to the indemnitor of any liability or allegation giving rise to indemnification hereunder. The indemnitor shall be entitled (or, upon request of the indemnitee, shall be obligated) to provide a defense to any such Liability with legal counsel reasonably acceptable to the indemnitee; provided, however, that the indemnitor shall not settle any claim against the indemnitee without the consent of the indemnitee if such settlement would create an adverse legal precedent or otherwise have a material adverse effect upon the long-term interests of the indemnitee.
- 8.8.3. Survival. Neither expiration nor termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its obligations of indemnification or liability to the extent permitted under Massachusetts law so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such expiration, termination, or completion.
- 8.9. No Influence on Referrals. It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in his Agreement. Any payments specified in this Agreement are consistent with that the parties reasonably believe to be a fair market value for the services provided.
- 8.10. Licensing – Vendor shall hold a valid license issued by the Commonwealth of Massachusetts Department of Public Health for operation of an Advanced Life Support (ALS) Ambulance Service, and maintain said license status for the entire term of this agreement, and any renewal(s) thereof. Advanced Life Support shall mean that level of services as defined in the Regulations at 105 CMR 170.030, and at 105 CMR 170.021 and any and all local requirements set forth in this agreement, or as otherwise agreed to by Vendor and the City.
- 8.11. Compliance – Each party shall comply with all applicable Federal, State, and local Laws and regulations, and warrant that they are familiar with all laws, regulations or ordinances that may be applicable and will ensure that all their employees continue to maintain such familiarity and compliance.
- 8.12. HIPAA. Each party shall comply with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations hereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.
- 8.13. Compliance Program and Code of Conduct. Vendor has made available to the City a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Vendor 's web site, and the City acknowledge receipt of such documents. Vendor warrants that its personnel shall comply with Vendor's compliance policies, including training related to the Anti-kickback Statute.

- 8.14. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. §1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact.
- 8.15. Notification of Change in License Status – Vendor shall immediately notify the City if at any time during the term of contract Vendor’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. Vendor shall forward to the City 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 City, be considered, just cause for immediate termination hereunder.
- 8.16. Transfer of License/Assignment of Contract – Vendor’s contract with the City shall not be transferred or assigned, including transfer or assignments through bankruptcy or insolvency proceedings, without be prior written consent of the Mayor of the City. Such consent shall not be unreasonably withheld by the City. Vendor shall submit to the City purchasing agent, for this review on the matter of a proposal transfer, a copy of the written approval received from the Commonwealth of Massachusetts Department of Public Health for such a transfer, issued pursuant to Regulations.
- 8.17. Work Stoppage – In the event Vendor suffers a work stoppage as a result of a strike, job action, or other industrial relations dispute interfering with the emergency ambulance service, Vendor shall work with the City, the Awarding Authority, and the Working Group to develop a staffing and response plan to avoid any disruption in service.

## 9. GENERAL REQUIREMENTS

- 9.1. Confidentiality – All services provided pursuant to the contract are confidential, and information and reports regarding such service shall not be disclosed in whole or in part to any person or organization other than duly authorized representatives of the City without prior written authorization of the Mayor of the City/ The ambulance service shall take all necessary steps to insure that no member of its staff discloses any such information, except as herein permitted.
- 9.2. Changes in Laws and Regulations – Vendor shall at all times keep itself fully informed of and meet any applicable federal, state, and municipal laws, ordinances, rules and regulations including, but not limited to M.G.C.c. –IIC and 105 CMR 170 et seq. If any clause of the contract conflicts with such law, that clause shall be void insofar as it is inconsistent with said law.
- 9.3. Discrimination Prohibited – the ambulance service, in compliance with 105 CMR 170.295, agrees not to discriminate on the grounds of race, color, religion, national origin, age or sex in any aspect of the provision of ambulance service or in employment practices.
10. Notices – Any written notices required herein of either party must be made by certified mail to the following individuals:



Witness this agreement for the provision of emergency medical services by the hands and seals of these parties on the date first written above:

For the City of Waltham

For The VENDOR

By \_\_\_\_\_  
Jeannette A. McCarthy, Mayor

By \_\_\_\_\_

By \_\_\_\_\_  
Joseph P. Pedulla, Purchasing Agent

By \_\_\_\_\_  
Paul G. Centofanti, City Auditor

By \_\_\_\_\_  
Robert Logan, Chair Ambulance Comm.

**Approved as to form only, not substance**  
**City Solicitor**

By \_\_\_\_\_  
Luke Stanton, Assistant City Solicitor

**Appendix A**  
**Expendable Medical Supply List**

Oxygen  
Resuscitation Bag (Adult and Child Facepiece)  
Non-Rebreather Mask (Adult and Child)  
Nasal Cannula (Adult and Child)  
Suction Bulb Syringe  
Airways (Assorted Sizes)  
Infant Resuscitation Bag  
Burn Sheet (Disposable)  
Cath-Guide Airways  
Burn Towel Dressing 15" x 20"  
Cervical Collar  
1" Bandages  
Triangular Bandages  
Sterile Water Solution -500 ml.  
Ace Bandages 3"  
Examination Gloves  
Kling Sterile Bandage 3"  
Gauze Pads Sterile 3" x 3"  
Gauze Pads Sterile 4" x 4"  
Bulb Syringe 3 oz. Sterile  
Epi Pens  
Surge Pads 5" x 9"  
Instant Ice Packs  
Eye Pads Sterile  
1" Cloth Tape  
Alcohol Preps  
1" Adhesive Tape  
First Aid Cream

Appendix C  
Public Access AED

Vendor will work in conjunction with the City Fire Department, the City School Department and the Newton-Wellesley Hospital to maintain and oversee the Public Access AED program. Upon a mutually agreed upon schedule, Vendor will be responsible for:

- Periodic inspections of AED, to ensure operational readiness
- Offer periodic training for City employees on the use and care of the AED
- Replace expired AED pads and Adult Pedi
- Download AED after use and return AED service
- Maintain records for each AED and forward reports to the appropriate administrators.

Vendor will work with the Awarding Authority or his designee to create an inspection schedule and procedure that meets the requirements set forth by the manufacturer.

Appendix D  
City Public Safety Employee Education

First Responders

The following education Services shall be offered to City First Responders at no additional cost to the City:

Fire Department

- Quarterly Continuing Education                      96 hours per (1) year
- EMT Basic Refresher -                                      96 hours per (1) year
- CPR/AED Training    32 hours per (3) year
- (5) spots annually in Vendor's EMT Basic program, unused spots may be carried over for the life of the contract
- (1) spot in Vendor's Paramedic Program
- In-service training on ambulance operations
- Provide EMS Rounds

Police Department

- CPR/AED Training    32 hours per (1) year
- First Aid (Crossing Guards)                                      3 hours per (1) year

Auxiliary Fire

- Quarterly Continuing Education                      12 hours per (1) year
- CPR/AED    4 hours per (3) year
- May attend any Vendor refresher free of charge

911 ETD

- CPR/AED    8 hours per (3) year
- EMD    12 hours per (1) year

Vendor will assign a training representative to work with each respective department in order to customize a training schedule that meets the needs of the department.

Community Outreach

Upon appointment and as available:

- Blood pressure screening at retirement residences and community events
- School visits to familiarize students and faculty with procedures
- Any group of (4) or more, from a non-profit, can schedule CPR recertification at their facility if their employees are required to be CPR certified
- Vendor will offer a "Friends and Family" CPR and first aid class free of charge to the public
- A Vendor CPR instructor will be offered, free of charge, to complete the skills check off for any one that takes the online AHA class. An appointment will need to be scheduled for the skills check off.

Additional Training Services

Vendor offers a number of competitively priced continuing education courses, which any employee of the City will be eligible to enroll at any Vendor location.

The provider will train youth organizations, coaches and instructors in First Aid-CPR-ADD DEFIB as determined by the ambulance operations Working Group of the City of Waltham.

IN WITNESS WHEREOF, the parties have hereto executed  
this Amendment.

FOR THE CITY OF WALTHAM, MASSACHUSETTS

By \_\_\_\_\_  
Jeannette A. McCarthy, Mayor

By \_\_\_\_\_  
Joseph P. Pedulla, Purchasing Agent

By \_\_\_\_\_  
Paul G. Centofanti, City Auditor

By \_\_\_\_\_  
Luke Stanton, Assistant City Solicitor  
Approved as to form only, not substance

AMERICAN MEDICAL RESPONSE OF  
MASSACHUSETTS, INC.

By \_\_\_\_\_