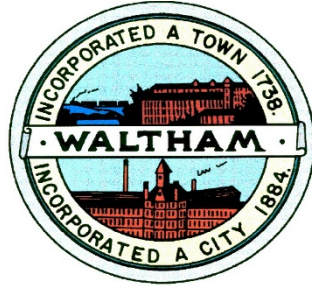


The City of Waltham



*Invites
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:

10.00 AM Wednesday September 30, 2020

*Last day for written questions: **12.00 Noon Wednesday September 9, 2020***

(to jpedulla@city.waltham.ma.us)

CITY OF WALTHAM

REQUEST FOR PROPOSALS AMBULANCE SERVICE

The CITY OF WALTHAM, represented by its Chief Procurement Officer, on behalf of the Mayor, hereafter called the Awarding Authority, seeks proposals for Ambulance Service. Sealed proposals will be received at the Office of the Chief Procurement Officer, City Hall, 610 Main Street, Waltham, MA, 02452, until **10.00 AM Wednesday September 30, 2020**

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 must be addressed only 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

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.

The City of Waltham has a total area of 13.6 square miles (35 km²) and with a population of over 63,000 people and encompasses approximately 15,000 residential housing units and over 1,000 varying levels of businesses. Waltham is also the home to two major universities in Brandeis University and Bentley University. The City of Waltham has unique geographical features such as the Charles River running through it on the South Side of the city and Prospect Hill in the central part of the city. The City of Waltham also has a major highway, I-95 that runs along the west part of Waltham, passing between Prospect Hill and Bear Hill, and has 3 exits in the city, at Trapelo Road, Totten Pond Road and Winter Street, and Weston Street. The Boston and Maine Railroad was once the major route into and out of Waltham. It now has 2 stops, Roberts which is on South Street, near Brandeis University, and at Main and Moody. Today it is part of Massachusetts' commuter rail system.

The City of Waltham currently has six assisted living facilities and six nursing homes within its borders. Based on recent data of EMS run volume from 2018 and 2019, estimated call volume will be in the range of 8,100 provider runs annually. Ambulance run counts from the current provider were verified as a generally accurate record by Waltham's Fire EMS Officer and the Waltham Fire Department. Please note that this estimate represents runs to be dispatched by The City of Waltham 911 Dispatch Center, (NOT actual transports to hospital), and that calls for service from Waltham now include "E911" land line calls to the City PSAP, priority level calls made to the ambulance provider directly, calls to "business" lines at The City of Waltham 911 Dispatch Center, Waltham Police and Waltham Fire, and a growing number of emergency calls placed from cellular phones. Waltham 911 Dispatch processes calls using Emergency Medical Dispatch ("EMD") protocols, and the severity of the problem determines the level of response. Calls range from basic, non-life-threatening to critical medical problems such as cardiac arrest, overdose or breathing problems. The peak impact hours for calls are between 6:00 AM and 10:00 PM.

II. CONDITIONS OF PROPOSAL

1. Proposals must be received no later than **10.00 AM Wednesday September 30, 2020** at the Office of the Chief Procurement Officer, 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. One copy must be an original, properly marked and bearing original "wet" signatures.

As part of the proposal each bidder must submit:

- a. Latest Rate Structures and Billing and Collection Procedures
 - b. Certificates of Insurance
 - c. Bid Deposit in the amount of \$5,000.00. (Certified bank Check only)
 - d. All Documents in the attached compliance section
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 Non-Conforming. 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.
 7. Liquidated Damages & Corrective Action Plan- In the event that Proposer fails to comply with the Response Time Standard 90% of the time in any two (2) consecutive months, present to the Working Group a detailed corrective action plan to bring Proposer into Response Time Standard Compliance. The corrective action plan shall include a mutually agreed upon timeline within which Proposer shall become complaint. If Proposer is not compliant within the corrective action plan timeline, Proposer may be declared by the City in its reasonable discretion to be in material breach of the agreement subject to the termination provisions provided and/or the following provision of fines.

Fines - In the event the Proposer fails to comply with the Response Time Standard 90% of the time in any two (2) consecutive months, the Proposer shall pay only upon written request of the City of Waltham a fine in the amount of one thousand dollars (\$1,000) beginning in the third month and for each month thereafter until such time as Proposer achieves compliance. In the event the Proposer fails to comply with the Response Time Standard 90% of the time in any five (5) months within a twelve (12) month period, the Proposer shall pay only upon written request of the City of Waltham a fine in the amount of three thousand dollars (\$3,000) payable each month

8. Selected Proposer shall work with representatives from the City of Waltham on updating/renewing a new service zone plan.

III. 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:

- A** 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).
- B** The proposer has a minimum of five (5) years of experience servicing a community in Massachusetts similar in size to Waltham.
- C** 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.
- D** Minimum of five (5) years corporate experience without any bankruptcy proceedings or filings.
- E** Minimum of five (5) 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 if provided.
- F.** Ability to provide at a minimum of three (3) positive references for each of the following categories:
 - a. Municipal Official
 - b. Hospital Official
 - c. Bank or Vendor
- G.** Experience with providing emergency medical response for mass casualties or large scale incidents.

Proposers shall provide written responses to these items (A) through (G) confirming they have met all minimum criteria. Proposers that do not provide such evidence may not be considered further.

The goal of the City presently is that the Mayor would award a new Emergency Ambulance Service Contract by October 4, 2020, for service to begin on January 1, 2021.

All questions and final proposals must be sent to:

Purchasing Department

Waltham City Hall,

610 Main Street,

Waltham, MA 02452

Tel: 781-314-3244,

Email: jpedulla@city.waltham.ma.us

During this solicitation, the City's Chief Procurement Officer, shall be the proposers' single point of contact, and for each proposer, a person they shall each designate; communication between parties other than the Chief Procurement Officer and the person designated by any respondent, shall have no bearing on the deliberations of the City during this process. A proposer that communicates with any City employee before the proposal opening regarding this RFP may be disqualified. To the extent permitted by the Public Records Law, all proposals received will be held as confidential by the Chief Procurement Officer and distributed only to designated City reviewers.

IV. RESPONSE TO RFP

Your response to this RFP must address three sections.

Section 1 is a short answer section containing Agree, Modified or Do Not Agree questions, as it pertains to your plan of service for Emergency 911 Ambulance Service in the City of Waltham. Proposer shall select one response, either "Agrees", "Modified" or "Do Not Agree." If Proposers selection is "Modified" you must explain modification in your response. Proposers must respond to all items. Proposers not doing so may be deemed non-responsive and their proposals be rejected.

Section 2 contains the Evaluation Criteria and shall be scored in accordance to point system listed in that section.

Proposers will be required to include a transmittal letter cover page, with contact information for one individual in your company who will be designated to represent you concerning this solicitation.

Final selection of the most advantageous proposals will be based upon an evaluation and analysis of the information and materials submitted in Section I (Questions 1-60) and Section II Evaluation Criteria. Based on this review and the review of all submitted Documents members of an Evaluation Committee will assign a rating of to each proposer. Creating a composite rating by each evaluator for each Proposer.

Based on the evaluators' composite ratings for each Proposal, the Ambulance Committee will make a recommendation to the CPO as to which proposals will be put forward for the interview process. After the interview process the Ambulance Committee shall make a recommendation to the CPO as to which proposal is most advantageous. The final decision shall rest with the Mayor.

Section 1:

1. Proposer shall ensure All 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. All Dedicated Unit's Shall be marked "City of Waltham" and the Medic Unit Number. Any additional vehicles assigned to the City shall meet the requirements of all Mass General laws pertaining to vehicles of emergency medical service.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

2. Proposer 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 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

3. Proposer shall ensure that the ALS Ambulances shall be Class I Modular Type III ambulances 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

4. Proposer shall ensure that upon the serious mechanical failure or incapacitation of a Dedicated Unit they shall replace the affected Dedicated Unit within two (2) hours of discovering the incapacitation of the Dedicated Unit.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

5. Proposer shall keep the Dedicated Units in heated garages or buildings at all times, except when in response to a call, when strategically posted within the City in accordance with plan developed by the Working Group, in the performance of repairs, or as may be reasonably necessary to do so. Vehicles shall be housed in the City at the Proposers expense and in compliance with all applicable laws, ordinances and regulations.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

6. Proposer shall ensure 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

7. Proposer shall, in the event that only one of the Dedicated Units is available to receive a request for service, Proposer 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

8. Proposer shall ensure The Dedicated Units and any back up units shall be equipped with defibrillators, and all personnel shall be appropriately trained to operate this equipment.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

9. Proposer shall transport to area hospitals without charge to the patient or the City, any employee of the City that requires services within the City in the course of employment.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

10. Proposer shall maintain the City of Waltham'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 "Attachment B".

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

11. Proposer shall supply a non-dedicated ambulance for all City-sponsored functions. City-Sponsored Functions may include but are not limited to parades, certain sporting events, and holiday celebrations and Waltham Common Events. All non-dedicated units when operating within the city limits, including private details, shall be equipped with portable radios programmed with the Waltham Channel and shall follow all normal "Dedicated Units" radio protocols while operating within the city limits.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

12. Proposer shall provide State-Mandated EMS training for Fire, Police, and 911 dispatchers and the Fire Auxiliary on a schedule mutually agreeable to both parties. (See Attachment C.)

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

13. Proposer shall provide a dedicated educator to the City to coordinate and deliver all City Public Safety Employee Education outlined in "Attachment C".

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

14. Proposer shall equip all dedicated units with automated chest compression devices made by an industry recognized manufacturer and shall utilize such devices when permitted by applicable medical protocols.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

15. Proposer shall utilize power lowering/raising stretchers in all ambulances that conform to all applicable standards, regulations, and State protocols and Stryker Style Stair Chairs with Tread System or equivalent.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

16. Proposer shall 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 "Attachment A". This list may be modified from time to time as mutually agreed upon by the parties in writing.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

17. Proposer shall provide the community education opportunities more specifically described in "Attachment C".

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

18. Proposer shall accept medical waste generated at an emergency scene by the City's first responders.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

19. Proposer shall provide a representative to participate in the City of Waltham's Local Emergency Planning Committee and the Ambulance Working Group

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

20. Proposer shall provide rehab services and EMS Standby coverage on all working fire's and above within the city limits and any large scale incidents as requested by the Incident Commander.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

21. Proposer shall equip all dedicated units with mobile devices used to assist in up to date call information. Such devices would include, for example, mobile iPad that are linked to the Waltham Bryx system to receive important call data and cross streets.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

22. Proposer shall, at the direction of the City of Waltham 911 Dispatch Center, 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

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

23. Proposer shall ensure that all units assigned to the City of Waltham shall not respond outside the City except as dispatched by the City of Waltham 911 Dispatch Center.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

24. Proposer shall develop a Deployment plan to facilitate compliance in the Response Time Standard that is acceptable to the Working Group. The Deployment Plan shall include posting of units and area coverage when a base is left unattended.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

25. Proposer shall ensure that in accordance applicable protocol upon arriving on scene EMS Units shall not leave the incident scene unless the Proposer's personnel are released by the incident commander.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

26. Proposer shall cooperate with any efforts either party makes to enhance the City's EMS System through Mutual Aid or Regionalization.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

27. Proposer shall use its best efforts to arrive at the Destination within six (6) minutes following Dispatch, 90 % of the time calculated each calendar month. For purposes of the foregoing, a "Dispatch" shall be deemed to have occurred when 911 Dispatch Radio call is made and repeated with cross streets vocalized. Unit Responding shall acknowledges receipt of all information required to respond, as specified in the applicable dispatch protocols, to the address or other location specified by the Dispatch Center. {"Destination"}. Responding Unit shall be deemed to have arrived at the Destination when the ambulance comes to a stop at the Destination and radio communication is made with Waltham Dispatch that the Unit is "on scene". 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 and radio communication has been achieved updating the City of Waltham 911 Dispatch Center of the issue. In the event an ambulance is reassigned enroute to another location, the time of Dispatch shall be deemed to be the time of such reassignment. Waltham Dispatch Radio Communications and Waltham CAD Data shall be utilized in the calculations of run time's standards.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

28. Proposer shall follow the Response Time Exceptions Rules listed below:

In determining whether Proposer 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 Proposer's reasonable control, including but not necessarily limited to the following reasons, shall be excluded from the compliance calculation:

- The ambulance is blocked or impeded by a train, slow or impassable traffic or other impediment beyond Proposer's reasonable control.
- The City of Waltham 911 Dispatch Center provides inaccurate or incorrect information regarding the Destination.
- Incidents requiring multiple responses, wherein only the response time for the first arriving ambulance must be counted.
- The Destination is outside the City.
- Inclement weather, including but not limited to snow, dense fog or severe rain; or any "Act of God" creating a severe weather condition.
- The system is experiencing extraordinary demand for the time period in question.
- The Destination is determined to be off road.
- The Destination is:
 - A facility with multiple buildings.
 - A location requiring an escort onto the grounds.
 - A facility where access is only permissible through a specific entrance.
 - A Destination where the conditions are such that the public safety or the safety of the EMS crews is endangered.
- Agree: _____ Modified: _____ Do Not Agree: _____
- Modification: _____

29. Proposer shall have the Administrative Liaison 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

30. Proposer shall ensure Administrative Liaison and Shift Supervisors assigned by proposer to the City shall be required to attend periodic performance review sessions held by the Working Group. The Working Group review sessions will be held on a quarterly basis at minimum, for the following purposes: 1) to ensure Proposer'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 and 4) to address and resolve specific issues/problems.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

31. Proposer shall ensure all personnel employed by Proposer 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

32. Proposer 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

33. Proposer shall 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 to 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 Committee upon request .

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

34. Proposer shall acknowledge the City of Waltham’s Fire and Police Departments' designees right to 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 city can request that a person be removed with or without cause from the EMS Service. Prior to removal of any employee, the parties may meet to discuss the employee and to develop appropriate corrective action to avoid similar and future problems.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

35. The Proposer shall ensure all personnel responding to calls in Waltham shall maintain a professional appearance to include a neat, approved Proposer 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 Proposer 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 Proposer, at the written request of the Fire Chief or the Chief of Police.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

36. The Proposer shall ensure, after one year of service, that a Waltham Experienced List is established and approved by the Working Group. Each Unit working as a dedicated unit for the City of Waltham must have a minimum one (1) person off the Waltham Experienced List responding to EMS calls in the City.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

37. The Proposer shall provide documentation of staff training and certification to the Emergency Medical Director of the Newton Wellesley Hospital for compliance review whenever requested.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

38. The Proposer shall acknowledge that the City, through its officers, agents, employees or designee shall have the right, but not the responsibility to test or evaluate Proposer's employees to determine and ensure such employees' familiarity with the streets, locations and landmarks within the City of Waltham and the most quick and effective routes to and between locations under varying circumstances. It shall be the responsibility of the EMS Field Supervisor to ensure this training is conducted on a regular basis and evaluation reports are produced. The results of such evaluations may be considered by the City as part of Proposer's performance.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

39. The Proposer shall ensure staff assigned to the Dedicated Units shall make a routine check of road conditions and construction, and if necessary, report the conditions to the City of Waltham 911 Dispatch Center.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

40. The Proposer shall ensure 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

41. The Proposer shall furnish the City, upon request, with a copy of its written policies and procedures, including, but not limited to the following:

- Certification and recertification of attendants (and all training records)
- Back up services
- Communications
- Stocking of supplies
- Use of lights and warning signals
- Staffing
- Conduct
- Mechanical Failure
- Inspection authorities
- Non-discrimination hiring policy
- Current Financial Reports

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

42. The Proposer shall 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 sites where its vehicles are garaged in the City. Proposer 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 the Countywide Medical Dispatch Center ("C-Med"). It shall be the responsibility of Proposer 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 the City of Waltham 911 Dispatch Center.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

43. The Proposer shall make necessary arrangements for a direct phone line to be installed at Proposer's expense between the City of Waltham 911 Dispatch Center and Provider's Dispatcher and Bases.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

44. The Proposer shall ensure all dedicated Units and any back up units shall be so equipped with two-way radio communication equipment to allow for communication with the City of Waltham 911 Dispatch Center when the personnel are not in the vehicle. Additionally, the Dedicated Units will be equipped with portable radio equipment.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

45. The Proposer shall furnish each unit assigned to the City & Supervisor Unit with cellular phone communications and make the number available to the the City of Waltham 911 Dispatch Center.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

46. The Proposer 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

47. The Proposer shall maintain an ALS affiliation agreement with the Newton Wellesley Hospital or such other hospital as may be necessary for medical control services.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

48. The Proposer shall transport within or outside the City, contagious and infectious disease cases, as directed by the Board of Health or other designated City or State authority.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

49. The Proposer shall follow an accepted point of entry practice and transported to the Newton Wellesley Hospital or such other hospital in accordance with that accepted point-of-entry practice.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

50. The Proposer shall ensure that once patients are delivered to the hospital, and the responsibility for their medical care is fully assumed by the emergency room staff, all Proposer’s personnel/units shall immediately notify the City of Waltham 911 Dispatch Center via radio that they are clear from the hospital, and shall return to their assigned location as soon as reasonably possible. There shall be no unnecessary loitering in the hospitals or anywhere else outside the boundaries of the City by a Dedicated Unit and the Proposer’s personnel assigned to that Designated Unit.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

51. The Proposer shall ensure 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 Departments upon request.

- Requests for service
- Source of request for service
- Number of patients transported
- Response times including Out of Chute Time, Out of Service Time and Cleared Time

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

52. The Proposer shall produce the following reports for the City;
- Response Time Compliance Report – Each Monday, or as agreed upon by the Working Group, the Proposer will provide the Working Group a report detailing the system's response time performance and those calls exceeding the Response Time Standard.
 - Quarterly Performance-Report to the Committee – On a quarterly basis: Proposer will provide the Committee a report detailing Proposer response time and operational performance for the preceding quarter.
 - Delayed Response Report - In the event the response time to a request for service exceeds ten (10) minutes, Proposer 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.
 - Serious Incident Report - Proposer shall file a Serious Incident or Accident report submitted with the Department of Public Health Pursuant to 105 CMR 170.350. Proposer shall submit copies of said report to the Fire Chief, the Police Chief, and the Ambulance Committee.
 - Infectious Disease Data - Proposer 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. Proposer will notify the personnel involved as well as their supervisors from within the City Fire or Police Departments.
 - Other Reports - Proposer will work with the City, the Committee, and the Working Group to develop other such reports regarding system performance as needed.
 - Report Format - All reports described in this Section 6.7 shall be provided in a format mutually agreed upon by the parties.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

53. The Proposer shall provide the City with a schedule of its current charges to consumers of its services, (see paragraph II Conditions of Proposal, Section 2-A page 4) , and keep said charges in place for a one (1) year period or changed upon mutual acknowledgement by both parties. Proposer 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 Ambulance Committee.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

54. The Proposer shall conduct patient billing practices in a professional and businesslike manner consistent with applicable Federal and State laws and regulations and Proposer's Policies and Procedures. A copy of said Policies and Procedures will be provided to the City upon request.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

55. The Proposer shall provide emergency services without respect to the ability to pay. Proposer agrees that it will consider modification of charges, on an individual basis, for those persons identified by the City, the Committee, or the Working Group, as demonstrably unable to pay the full charges billed the patient.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

56. The Proposer shall ensure that 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 Proposer 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. Proposer 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

57. The Proposer shall be responsible for billing patients and/or a patient's third-party payor. The Proposer acknowledges that in no event shall the City be responsible for any charges that the Proposer is, for any reason, unable to collect for the emergency services provided under this agreement.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

58. The Proposer shall acknowledge there will be no service fee charged to the City of Waltham for services.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

59. The Proposer shall 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.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

60. The City of Waltham 911 Dispatch Center utilizes an EMD System which assists dispatchers in determining the appropriate level of dispatch to send. The City will require the selected provider to ensure that all calls are run through the City of Waltham 911 Dispatch Center so that the City of Waltham 911 Dispatch Center may evaluate each call and determine the appropriate level of dispatch to send.

Agree: _____ Modified: _____ Do Not Agree: _____

Modification: _____

Section 2: Evaluation Criteria

1. **EXPERIENCE** – Experience in the Provision of Ambulance Services to Communities similar in size to the City of Waltham. **(Maximum 15 points)**
 - Ten (10) years of experience serving community like Waltham, Ten (10) years of corporate experience & Ten (10) years providing first time 911 EMS service to 3 communities – **(15 Points of 15pts)**
 - Seven (7) years of experience serving community like Waltham, Seven (7) years of corporate experience & Seven (7) years providing first time 911 EMS service to 3 communities - **(10 Points of 15pts)**
 - Five (5) years of experience serving community like Waltham, Five (5) years of corporate experience & Five (5) years providing first time 911 EMS service to 3 communities - **(5 Points of 15pts)**

2. **REFERENCES** – References provided from Municipalities the proposer has serviced, Hospitals the proposer has utilized, and Banks/Vendors the proposer has financial dealing with during the course of business. All references shall result in positive and complimentary comments. **(Maximum 20 points)**
 - Six (6) Municipality References, Five (5) Hospital References, and Four (4) Bank/Vendor References – **(10 Points of 10pts)**
 - Five (5) Municipality References, Three (3) Hospital References, and Four (4) Bank/Vendor References – **(7 Points of 10pts)**
 - Three (3) Municipality References, Three (3) Hospital References, and Three (3) Bank/Vendor References - **(5 Points of 10pts)**

3. **BACKGROUND RESUME** - The selected provider must assign one individual of significant operational experience, decision-making and supervisory capacity in the firm ("Administrative Liaison"), who will be available and responsive on a daily basis as the "primary representative" assigned to the City of Waltham Emergency Service contract. This individual would be responsible for general operational oversight of the service, liaison with City administration, public safety agencies and Emergency Management personnel, attendance at oversight committee meetings, emergency preparedness drills, review of billing matters, general problem resolution and other matters relating to daily performance of the Provider. This individual will be expected to work closely with Fire, Police, School, and Health Department staff on a day-to-day basis as situations arise. The company agrees the position of "Administrative Liaison" will be assigned for the contract duration to the City of Waltham. Removal by the company of this "Administrative Liaison" position will be cause of the contract termination. Any change of personnel in this position of "Administrative Liaison" must be approved by the City of Waltham Fire Department. Please provide the name and resume' of your Proposed Administrative Liaison and their availability to actively participate during Waltham's solicitation process. Background of resume of the Administrative Liaison - **(Maximum 15 points)**

- The Administrative Liaison has been employed by the proposer for one (1) Year and has Seven (7) years providing supervision to the company staff, resolving issues, has shown the ability to fully implement the terms of past/current contracts and has demonstrated a superior ability to develop an ideal relationship with municipal officers through constant communication, responsiveness, and site visibility.
(15 Points of 15pts)
- The Administrative Liaison has been employed by the proposer for one (1) Year and has Five (5) years providing supervision to the company staff, resolving issues, has shown the ability to fully implement the terms of past/current contracts and has demonstrated a superior ability to develop an ideal relationship with municipal officers through constant communication, responsiveness, and site visibility.
(10 Point of 15pts)
- The Administrative Liaison has been employed by the proposer for one (1) year and has Three (3) years providing supervision to the company staff, resolving issues, has shown the ability to fully implement the terms of past/current contracts and has demonstrated a superior ability to develop an ideal relationship with municipal officers through constant communication, responsiveness, and site visibility.
(5 Points of 15pts)

4. OPERATIONAL APPROACH

(Subjective Review by Evaluation Committee Members with a
Maximum point value of 50 points)

- A. Please provided the Ambulance Committee with your Experience in the Provision of 911 EMS Ambulance Services to Communities similar in size to the City of Waltham.
- B. In the past, The City of Waltham has run two different models of EMS systems. A system where we have distinct ALS (double Paramedic) and BLS units, each assigned to different levels of calls and also a second system where we have run a Paramedic-Basic (PB) system where all units were PB, and the call level dictated how many units responded. Describe for us how your EMS Model will appear and function. Please keep in mind that a 24/7 Field Supervisor dedicated to, and based in, the City of Waltham would be required in all models being proposed. This Supervisor would be assigned to emergencies in certain situations and must hold a Paramedic license and be capable of handling day to day operations of field staff. Be sure to include the number of dedicated units and hours of operation of each unit in your EMS Model proposal.

- C. The City of Waltham's presents unique geographical concerns, traffic challenges, and distance issues from one side of the city to the other side and factor in that the day time occupancy more than doubles in the City of Waltham with the addition of work force population. These factors will require a multi-base plan which is in the best interest of the citizens of Waltham to achieve optimal Emergency Medical Call Response Times. Please describe your plan to cover the EMS needs in the City of Waltham including possible locations of EMS Units and bases in order to uphold optimal Call Response Times and plans to conform to local building codes when choosing, renovating, or building ambulance bases within the City of Waltham.
- D. The City of Waltham has periods of peak call volume that necessitate a readily available EMS Back-Up Plan. Demonstrate how back up will be provided when the need for additional units becomes necessary. Address where available Non-Dedicated primary and secondary back-up assets are located, as well as any agreements with private vendors to provide back-up service. Outline a detailed plan how back-up for all sectors of the City will be carried out. It is desirable to the City to have backup units housed in a facility located within the City of Waltham or a bordering community.
- E. Strong management in the field is a necessary component and priority to the City of Waltham's EMS System. Please discuss your company's levels of management and how they are utilized along with responsibilities for each title in your organizational system of management.
- F. On additional pages, please list all your current municipal emergency ambulance contracts in Massachusetts ONLY. Provide for each municipal contract the following information:
1. The term of the current contract award to maximum option date, with dates of service if such work was provided in the same community under any previous contracts;
 2. Contact information for the person in the city/town who most regularly supervises work in that municipality and is most familiar with your current operations there;
 3. Dispatched call volumes for each of the TWO most recent complete 12- month periods (call numbers as dispatched, which will be larger than actual transports to hospitals).
 4. List the types of insurance coverages and coverage limits furnished to the municipality under other Massachusetts municipal service contract/s.
 5. Describe the level of staffing and number of personnel in other communities you serve similar in size and call volume to Waltham.

- G.** Describe your GPS system and how your system would be interoperable with Waltham’s system. The City would be interested in exploring ways of accessing any GPS systems the provider may use for the benefit of the City of Waltham 911 Dispatch Center.

- H.** List any new technologies and/or equipment that will be available to the City. It is desirable that the provider maintain a detailed knowledge of new technologies and/or equipment that would or could enhance the services provided to the City.

- I.** Describe the metric(s) used to evaluate your ambulance run reports, i.e. delayed response, AED usage and unusual events, in the communities you presently serve. It is desirable that provider submit run reports daily to the Fire Chief or his designee, weekly on AED and Naloxone usage.

- J.** List any new programs or community outreach you are doing in other communities you serve and that you propose to do in the City of Waltham if selected.

V. TERM OF CONTRACT

The term of the contract shall be for a period of three (3) years and may be renewed at the sole discretion of the City of Waltham for two (2) one (1) year extensions

VI. PERFORMANCE BOND

Payment and performance bonds each 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]

VII. TERMINATION OF CONTRACT NOTICE

The Provider 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 any reason 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.

VIII. 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]

IX. 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.

X. 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:

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.

XI. 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 discretion of the Incident Commander, 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 named 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 the company's motor vehicles or the conduct of the company's 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]

XII. 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]

XIII. 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 Chief Procurement Officer, 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]

XIV. 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.

XV. 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]

XVI. 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]

ATTACHMENT A
EXPENDABLE MEDICAL SUPPLY LIST

Oxygen
AED Pads (Adult and Child)
AED Batteries
Resuscitation Bag (Adult and Child Face piece)
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"
N95 Compliant Masks
Isolation Gowns
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

ATTACHMENT B
Public Access AED

Proposer 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, Proposer 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 both Adult and Child
- Replace AED Batteries when required
- Download AED after use and return AED service
- Maintain records for each AED and forward reports to the appropriate administrators.

Proposer 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.

ATTACHMENT C
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 Proposer's EMT Basic program, unused spots may be carried over for the life of the contract
- (1) spot in Proposer'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 Proposer refresher free of charge

911 ETD

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

Proposer 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
- Proposer will offer a "Friends and Family" CPR and first aid class free of charge to the public
- A Proposer 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

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

ATTACHMENT D

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 Chief Procurement Officer of the City of Waltham was relied upon in the making of this bid

(Signature of person signing bid or proposal)

(Name of business)

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
Number

Telephone

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 _____