



CITY OF WOBURN, MASSACHUSETTS

Request for Proposals
Advanced Life Support Services

Proposals Due by July 28, 2023, at 11:00 AM
Late Proposals Will be Rejected

Please Deliver Response/ Submission and Required Copies to:

Orazio DeLuca, Purchasing Director
City of Woburn
Woburn City Hall
10 Common Street
Woburn, MA 01801
odeluca@cityofwoburn.com

The City of Woburn reserves the right to reject all responses/submissions.

Solicitation of a contract for ambulance services is an exempt transaction from procurement requirements of MGL Ch. 30B.

**Request for Proposals
for the provision of
Advanced Life Support Service**

GENERAL PROPOSAL INFORMATION

Mayor Scott Galvin will consider proposals to provide the City of Woburn, Massachusetts with an Advanced Life Support Services contract of not more than three years duration, beginning September 1, 2023

Solicitation of a contract for ambulance services is an exempt transaction from procurement requirements of MGL Ch. 30B.

Sealed Request for Proposals (RFP) Submittals for services for “*Advanced Life Support Services*,” will be received on or before **July 28, 2023 at 11:00 AM** prevailing time by the City of Woburn, through the Office of the Purchasing Director, City Hall, 10 Common Street, Woburn, MA 01801-4139.

At that time the Proposal Submittals will be received and time stamped, and submitters of proposals will be acknowledged.

The proposed reimbursement schedule for the project must be submitted in a separate sealed envelope.

Please be advised, the City of Woburn will not pay for any travel costs, or travel related expenses.

The Request for Proposal (RFP) document may be obtained at the City of Woburn Office of the Purchasing Director, City Hall, 10 Common Street, Woburn, MA 01801-4139.

Three (3) copies of RFP must be submitted with all information as required under the submission requirements and any supplementary materials, if desired.

Submittals are to be sealed and properly identified on the outer envelope as “***Proposals for Advanced Life Support Services***” with date, time and place of proposal opening and sent or delivered to:

Office of the Purchasing Director
Attn: Orazio DeLuca
Woburn City Hall
10 Common Street
Woburn, Massachusetts 01801-4139

Reimbursement schedules must be sealed, in a separate envelope. Proposals not submitted with a sealed, and separate price proposal will be rejected.

All submittals received after the stated opening date and time will be judged to be non-responsive and will be returned unopened to the sender. No facsimile of submittals is permitted. No e-mail submission of submittals is permitted.

Request for Proposal submittals will not be publicly opened.

The Owner and Awarding Authority is the City of Woburn, will be known as the Owner.

The City of Woburn reserves the right to reject any or all proposals and to waive any informalities or irregularities, should it deem it to be in the best interests of the City of Woburn.

Any questions regarding this project are to be directed to:

Orazio DeLuca
Purchasing Director
City of Woburn
odeluca@cityofwoburn.com
(781) 897-5950

Questions must be submitted in writing by **12:00 NOON on July 17, 2023** of the submission due date. Questions will be answered in writing only, and all questions and answers will be sent to everyone who has registered for and obtained the Request for Proposals.

**Request for Proposals
for the provision of
Advanced Life Support Service**

PROPOSAL BACKGROUND

The City of Woburn, through Mayor Scott D. Galvin, invites proposals from experienced and qualified organizations interested in providing non-transporting Advanced Life Support services.

The provider shall have demonstrated excellent experience as a provider of pre-hospital emergency paramedic services. The selected provider shall be awarded a contract with the City of Woburn, to provide ALS service in conjunction with an existing Fire Department based BLS service. The contract start date will be **September 1, 2023**.

This Request for Proposals (RFP) does not commit the City of Woburn to award a contract, to pay costs incurred in the preparation of a proposal responding to this request, or to procure a contract for service. The City reserves the right to accept or reject any or all proposals received as a result of this request, to - negotiate with qualified proposers the restructuring of system design elements, or to cancel in part or in its entirety the RFP process if the City deems it is in its best interests to do so.

The City may also require the proposer selected to participate in negotiations concerning fees, prices, or the nature and extent of services to be provided. This RFP shall not be construed to be a low bid process. The contract, if awarded, will be negotiated with the proposer who can best meet the City's needs as identified in this RFP. The City specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients or distance of transports that will be associated with this procurement. The City will make every effort to provide accurate data and information but does not guarantee the accuracy of any data provided in association with this RFP.

It is in the proposer's best interest to submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it shall be assumed that the proposal is deficient. Further, it is in the proposer's best interest to make a proposal that meets the stated requirements contained in this RFP. While proposers may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described within the RFP will disqualify proposals. Proposers are invited to submit alternatives to the services described within this RFP, if such alternatives are in the best interests of the City. This procurement does not preclude combinations of organizations in order to provide the required services. However, there shall be only one contractor, under whose auspices the proposal is submitted and who must assume all liability and responsibility for achieving the specified performance levels specified in this RFP. Any subcontracts for essential services, as described in the RFP, between the proposer and

separate entities must be pre-approved in writing by the City and shall be described within proposals.

In the event the City receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the representative of the organization whose proposal has been requested to assert any right to confidentiality that may exist. The City will not make that assertion on behalf of the proposer. Absent a judicial determination that the documents are exempt from disclosure, they will be subject to inspection. Submission of a proposal constitutes a complete waiver of any claims whatsoever against the City of Woburn, and/or its agents, officers or employees, that the City has violated a proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.

SUBMISSION AND RECEIPT OF PROPOSALS

Proposals must be submitted in a standard format. One (original) and 4 copies of all materials submitted in response to this RFP must be received by the City at the location specified immediately below no later than **July 28, 2023 11:00 AM**. All proposals must be clearly marked "Emergency Advanced Life Support Service Proposal."

Orazio DeLuca, Purchasing Director
Woburn City Hall
10 Common Street
Woburn, MA 01801

Proposals can be modified as long as the modification is received no later than the time and date specified above. A proposal may also be withdrawn in person by a proposer or an authorized representative, provided his/her identity is made known and he/she signs a receipt for that proposal. The withdrawal must be made prior to the deadline submission stated above. No erasures are permitted; errors must be crossed out. Corrections must be in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the proposal. Proposals and modifications to proposals received after the time and date specified in the RFP are subject to rejection. The City will mark the time and date that the proposal is received on the proposal.

Upon receipt by the City, all proposals will have the date and time of receipt recorded. All proposals received prior to the deadline for proposals shall be kept in a secure place. Late proposals will be returned immediately to the proposer. All proposals shall remain firm for at least ninety (90) days from the date specified for opening the proposals. Proposal covers shall clearly identify the proposal and the submitting organization. One copy of the proposal shall be identified as the "master" and contain original signatures. A letter of transmittal from the proposer to the City, summarizing the proposal, shall accompany the proposal.

REJECTION OF PROPOSALS

The City of Woburn reserves the right to reject any and all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or inaccuracy of any information supplied within a proposal. This process is exempt from Massachusetts procurement law, M.G.L., Ch. 30B.

EVALUATION OF PROPOSALS

A Proposal Review will be conducted by Mayor Scott Galvin, Fire Chief, Purchasing Director, City Solicitor, and City Auditor. The committee will review the proposals, interview proposers (if necessary) rank the proposals, and make a recommendation to the Mayor. The Mayor reserves the right to accept or reject the review board's recommendation. The City may conduct investigations of proposers' submissions and claims as it deems necessary. The furnishing of false or misleading information during the proposal process may constitute a breach of contract.

All information requested from the proposers for inclusion in the proposals is important. Each proposal will be reviewed to determine if the proposer can meet the City's requirements as set forth in this RFP. Therefore, the proposer must demonstrate that each requirement is met. It should be noted that where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient. Each reviewer shall rank each proposal according to the individual reviewer's judgment as to the relative merits of the competing proposals. Evaluation criteria will include, but not necessarily be limited to, the following:

- assurance of quality services to patients and the community;
- demonstrated appropriate business and administrative practices which evidence the ability to comply with requirements, regulations, accounting, and reporting standards;
- business stability;
- demonstrated evidence of competence and experience in the provision of services comparable to those outlined in this RFP;
- fees and reimbursement strategies;
- physical location of resources and backup resources serving Woburn
- response time projections

WAIVER OF REQUIREMENTS

The City of Woburn reserves the right to waive any RFP requirements if it deems it to be in the best interests of the City.

ORGANIZATION QUALIFICATIONS

The proposer must have experience as the sole provider of emergency ambulance services for a population of over 50,000 or equivalent experience in a single contiguous area. The organization must provide evidence of sufficient fiscal strength to implement and maintain the services outlined within this RFP for the term of the contract period. The proposer must have an excellent business reputation and show evidence of stability as a provider of services comparable to those outlined in this RFP. The proposer must be free of commitments that might impact assets, lines of credit guarantor letters, or otherwise negatively affect the company's ability to perform the contract. The use of subcontractors is permissible; however, all subcontractors for essential services must meet the applicable qualifications contained in the RFP and must be approved by the City. If a proposer intends to subcontract any portion of the services, the credentials of that subcontractor must be described in the proposal, together with a detailed description of the services to be subcontracted and the terms of the subcontractual relationship. The City reserves the right to reject requests for use of subcontractors.

DEFINITIONS

ALS (Advanced Life Support) means the pre-hospital use of medical techniques and skills defined by the statewide Treatment Protocols by EMT's certified pursuant to 105 CMR 170.000.

ALS Resource Unit means any vehicle licensed for the purpose of transporting ALS certified personnel or equipment.

ALS Transport Unit means any aircraft, boat, motor vehicle, or any other means of transportation, however named, staffed with ALS personnel and licensed for the transportation of sick or injured individuals.

Ambulance means any aircraft, boat, motor vehicle, or any other means of transportation, however named, whether publicly or privately owned, which is intended to be used for, and is maintained and operated for, the response to and the transportation of sick or injured individuals.

BLS (Basic Life Support) means the pre-hospital use of medical techniques and skills defined by the statewide Treatment Protocols by EMT's certified pursuant to 105 CMR 170.000.

BLS Resource Unit means any vehicle licensed for the purpose of transporting BLS certified personnel or equipment.

BLS Transport Unit means any aircraft, boat, motor vehicle, or any other means of transportation, however named, staffed with BLS personnel and licensed for the transportation of sick or injured individuals.

EMS (Emergency Medical Services) means the pre-hospital assessment and treatment and other services utilized in responding to an emergency or provided during the transport of patients to appropriate health care facilities as defined in regulations promulgated by the Department of Public Health.

EMT (Emergency Medical Technician) means a person who has successfully completed a course in emergency medical care, approved by the Department of Public Health or offered by an accredited course sponsor, and whom the department certifies. The term "Emergency Medical Technician" shall include EMT-Basic, EMT-Intermediate and EMT-Paramedic.

Medical Control means the clinical oversight by a qualified physician to all components of the EMS system, including, without limitation, Statewide Treatment Protocols, medical direction, training of and authorization to practice for EMS personnel, quality assurance and continuous quality improvement.

Medical Direction means the authorization for treatment established in the Statewide Treatment Protocols provided by a qualified medical control physician to EMS personnel, whether on-line, via direct communication or telecommunications, or off-line, via standing orders.

PSAP (Public Safety Answering Point) means the community dispatch center designated for 911 emergency calls, operating in accordance with the Statewide Emergency Telecommunications Board (SETB).

Response Time shall be defined as the time measured from the time of initial alert of the appropriate responding resource(s) to the time that such resource arrives on scene.

Service Zone means the geographic area defined by and comprised of one or more local jurisdictions, in which a local jurisdiction may select and the Department of Public Health shall designate an EMS first response service and an ambulance service to provide EMS first response and primary ambulance response to the public within that defined geographic area, pursuant to Chapter 54, Section 10 of the Acts of 2000.

Service Zone Provider means the EMS provider, selected by a local jurisdiction and designated by the department to provide primary ambulance service or EMS first response, or both, to the public within a service zone, pursuant to Chapter 54, Section 10 of the Acts of 2000. A service zone provider shall be staffed and equipped to be available for primary ambulance service or EMS first response 24 hours a day, seven days a week.

Incident Commander shall mean the officer in charge of an incident as determined by the standard operating procedures of the community having jurisdiction.

CURRENT EMS SYSTEM DESCRIPTION

System Access – Dispatch

9-1-1 calls for emergency medical services are first received by the City of Woburn's public safety answering point (PSAP) operated by Woburn Police Department. Once a call for service is initiated, the local dispatcher must determine whether the call is medical in nature. If determined to be a medical call, the PSAP dispatcher transfers the call to Fire Department dispatch. The emergency medical dispatcher elicits essential information from the caller and provides either "post dispatch instruction" for those calls that are urgent in nature or "pre-arrival instructions" for life threatening emergencies. The dispatcher then dispatches the emergency ambulance and simultaneously dispatches the appropriate fire apparatus to the call. The dispatcher, when appropriate, according to protocol, also initiates an ALS response by telephone and/or radio.

Public Safety Agencies

100% of Woburn's firefighters are EMT-Basic and all provide automatic external defibrillation (AED). The Woburn Police Department provides AED when there is an available unit, but not considered part of the EMS response for planning purposes. Additionally, non-transport paramedic response is provided by a private service, contracted by the City and licensed by the Commonwealth.

Emergency Ambulance Service

The Woburn Fire Department provides primary ambulance response. The Fire Department responds with an ambulance staffed with two certified EMT-Basic's to all service calls. Additionally, one fire company responds on all emergency medical responses. Two ALS paramedics respond independently when required by protocol. **The current ALS service provider is Armstrong Ambulance Service, Inc.**

Back-up ambulance service, when situations warrant, is provided by area fire departments in accordance with the Metrofire mutual aid system.

Hospitals

Three (3) hospitals routinely receive patients transported by emergency ambulance from Woburn. Paramedics contact the emergency physician by cellular telephone for entry notification and/or medical consultation as needed. Alternatively, communications are also possible utilizing the CMED radio frequencies.

Patient destination for most patients is to one of the four primary receiving hospitals of their choice depending upon current status of requested hospital. Only patients with immediately life-threatening conditions are taken to the closest facility except in cases where medical control indicates otherwise.

The primary receiving hospitals are:

- Winchester Hospital
- Lahey Clinic
- Melrose Wakefield Hospital
 - Other Boston area hospitals as patient care dictates
 - Proposed System Design and Services to be Provided

There is a growing awareness that EMS systems should change so that:

- The responding resources match the patient's true need, with not more resources than needed, nor less.
- Patients are evaluated, treated if needed, and transported to the hospital only if that level of immediate care is needed.
- The patient's care provider is contacted for consultation when appropriate.
- Patients not needing ambulance transport can be referred to appropriate follow-up with the patient's primary health care provider.
- Less costly, but medically appropriate, transportation alternatives exist for patients not needing transport by ambulance.
- Patients needing transport to a hospital by ambulance are taken to the right hospital, at the right time, the first time.
- EMS provider reimbursement systems will exist to adequately compensate providers for services rendered while maintaining an EMS system capable of responding to critical medical emergencies within the necessary time frame.

The City recognizes that the above system modifications will occur gradually. Proposers are encouraged to describe strategies and experience related to these, and other, evolving concepts. Additionally, the City recognizes that the provider of emergency ALS service may want to provide non-emergency ambulance service. While the RFP does not address non-emergency services, **the emergency ALS service proposer will not be precluded from providing non-emergency ambulance, or other medical transportation-services not covered by the RFP.** The emergency ambulance proposer shall not be precluded from utilizing the same vehicles, equipment, and personnel for both its emergency and non-emergency ambulance services. It is also recognized that it is possible that a single emergency ambulance provider could plausibly be providing service to neighboring jurisdictions. The City of Woburn will not restrict the provider from utilizing the same vehicles and personnel to provide emergency ambulance services in multiple communities.

System Design

This RFP includes only emergency ALS response, on-scene medical management, and ground ambulance transportation. All vehicles will be equipped, supplied, and staffed for ALS capability.

Response times should coincide with those set forth in NFPA 1710. The Woburn Fire Department dispatch will continue to perform all emergency medical dispatch including call taking, ALS notification and ambulance dispatch.

SERVICES TO BE PROVIDED

Operations

- Operate an emergency ALS response service that meets all specified clinical and response time standards.
- Provide and maintain all paramedic staff, vehicles, equipment, and supplies as necessary to continuously provide uninterrupted services as required under the Contract.
- Respond with an emergency ALS vehicle, meeting all the specifications set forth in this RFP.
- Operate an emergency ALS service providing high quality medical care as well as providing compassionate and courteous treatment of its customers.
- Maintain adequate deployment and staffing levels in order to meet specified response time standards 24 hours per day, 365 days per year.
- Have an internal disaster plan that is updated at least annually.
- Participate at disaster drills as requested by City of Woburn, at least two (2) per year.

Personnel

- Ensure professional and courteous conduct of all proposers' employees.
- Employ and supervise all paramedic personnel staffing the emergency vehicles.
- Provide as safe a working environment as possible (e.g., vehicles, driver training, field safety training).
- Ensure that all paramedics are currently licensed and accredited to practice. Provide supervision to paramedics 24 hours per day, 365 days per year.

Quality Assurance and Training

- Implement, maintain and document a quality improvement program throughout the organization that addresses clinical, as well as operational, functions.
- Provide on-going continuing education directly linked to the quality improvement program, to ensure competent and safe practices.

Information and Communications

- Provide and maintain patient care records consisting of electronic data and hard copy.
- Implement a computerized EMS data system that links the proposer and hospitals for the purpose of hospital diversion status.

- The data contained within the system will include, but not be limited to, patient care records.
- The information contained within the system will be used for medical records, quality assurance purposes, and reporting aggregate information.
- Provide communications equipment for each on-duty paramedic vehicle to include mobile radio and a suitable back-up, such as, but not specified as, cellular telephone. Maintain paramedic records relative to licensure, accreditation, primary and continuing education.
- Immediately report to the Chief of the Woburn Fire Department any incidents that constitute possible violations Massachusetts Law, and local EMS policies.

EMS System and Community Involvement

- Ensure active participation of proposer's management/supervisory/field paramedics on Regional EMS committees (e.g., Emergency Medical Care, Medical Advisory, Disaster, Operations, Clinical Protocols).
- Maintain excellent working relationships with all organizations involved in the Region IV EMS system (e.g., fire service agencies, law enforcement agencies, air ambulance providers, hospitals).
- Maintain excellent liaison to community groups and local government.

Communications and Dispatch Standards

The City of Woburn Fire Department (WFD) Dispatcher will receive all requests for emergency ambulance response.

The dispatch records for all emergency medical responses for BLS first response and ALS emergency response will reside within a computerized database and the records will be recorded on a real time basis.

All EMS dispatch reports; including but not limited to response time exceptions and response time exception reports will be generated by the PSAP. For all medical calls received, dispatch systems have security features that prevent unauthorized access or retrospective adjustment and full audit trail documentation. The Dispatch center will have a logging computer, so that in the event that the dispatch system fails, the system can be easily recapitulated.

- The dispatch center must follow the deployment plan provided by the proposer.
- The dispatch center must have written policies and procedures for emergency medical dispatch that are approved by the EMS Medical Director.
- The dispatch center must have specific performance standards for EMS dispatch that are measurable.

The dispatch center must have a quality assurance/quality improvement program that is approved by the EMS medical director. This program must include, but is not limited to random and call type specific audits, error identification, and complaint resolution. This program must also have performance measures.

- During the call the dispatch center, the emergency ambulance, and the receiving hospital must be able to have voice contact with each other via radio and/or telephone.
- There must be electronic methods for real time communications from the dispatch center to the emergency ambulance.
- Emergency ambulances must have a mobile and a portable radio.

Automated dispatch records must contain at least the following information:

- Date and time where the call was received
- The identity of all call-takers and dispatchers involved with the call
- Call location
- Nature of incident (e.g., patient’s chief problem)
- Documentation that Pre-arrival instructions were administered
- Time that the emergency ambulance was dispatched
- Time that ALS was dispatched
- Time of arrival of emergency ambulance and ALS
- Time ambulance enroute to hospital
- Time ambulance arrived at hospital
- Time ambulance available to system
- Any reason for delays (e.g., traffic, weather)
- Dispatcher notes

Standards

- The dispatch center, the BLS first responders, the BLS ambulance, and the emergency ALS responders must be on the same radio frequency during the call. All responders must have a mobile and a portable radio.
- The proposer’s dispatcher must know the location of each ALS vehicle at all times.
- The proposer’s dispatch center must be able to identify the nearest ALS response vehicle.
- Both the fire department dispatch center and the proposer’s dispatch center will synchronize all clocks and computers to the time transmitted by the National Institute of Standards and Testing or the United States Naval Observatory. Synchronization will occur no less than once in each 48-hour period.

Key Personnel

The qualifications of key personnel are important. Within the proposal, proposer is expected to identify the key personnel for the term of the contract. In the event that any of these key personnel leave their positions, the proposer is expected to furnish personnel with equal or superior qualifications. Proposer's management staff shall participate in EMS activities and committees as requested by the Medical Director of Region IV.

Further, proposer will be expected to ensure practicing field paramedics participate in various ongoing EMS committees within the Region.

Paramedic Employees

The qualifications and identification of paramedic employees are important. Within the proposal, proposer is expected to identify the paramedic personnel employed and anticipated to provide service under the contract. From time to time, and as employees are terminated and hired, the proposer shall provide the City with a current listing of paramedic employees.

Employee Provisions

The City requires professional and courteous conduct at all times from all proposer's employees. All paramedics are required to treat all clients with the utmost in respect and courtesy. Patient's privacy and confidentiality is to be protected as much as possible.

Non-Discrimination Policy

No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age, disability, medical condition (including but not limited to AIDS, ARC, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to City upon request.

License, Accreditation, and Certification

All personnel employed in either a full-time or part-time capacity must be currently licensed or certified as appropriate for their level of care. All paramedics will be licensed in the Commonwealth of Massachusetts. Additional paramedic certifications, and/or training programs may be required, such as:

- Advanced Cardiac Life Support (ACLS)
- Pediatric Advanced Life Support (PALS)
- Pre-hospital Trauma Life Support (PHTLS)
- Haz-Mat (8 hour first responder)
- ICS

Personnel Records

Proposer is expected to maintain up-to-date records related to paramedic licensing, accreditation, all certifications, and continuing education records. Proposer will make such records immediately available to the City upon request. No employee whose paramedic license has expired will be permitted to function in this capacity.

Paramedic Salaries and Benefits

The City expects the proposer to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. The City encourages the proposer to provide creative programs in these areas that will result in successful recruitment and retention of EMS personnel.

Other employee benefits should include at least the following:

- Medical Health Insurance
- Long & Short-Term Disability
- Vacation and Illness leave
- Uniform provision or allowance
- Access to Critical Incident Stress Debriefing
- Employee Assistance Program

Communicable Diseases Safety and Prevention

Pre-hospital medical personnel are at increased risk for certain communicable diseases including tuberculosis and those spread by blood borne pathogens. The proposer shall comply with all OSHA and other regulations related to prevention, reporting of exposures, and disposal of medical waste.

All pre-hospital personnel will be trained in prevention and universal precautions.

Safety Programs

Proposer shall provide as safe a working environment as possible. Safety programs should include, but are not limited to programs related to vehicle design and safety equipment, driving policies and driver training, field safety training, accident, and work related injuries programs.

Operations and Clinical Performance

Staffing

Standby at Emergency Incidents and Special Events Emergency

An ALS standby response will be required at significant fire and police emergency operations, for instance, second alarm fires and when requested by the Fire or Police officer in charge of an incident.

An ALS vehicle at special events may be required within the exclusive operating area. If an event sponsor wants a dedicated standby emergency ALS vehicle at the event, proposer may enter into a separate agreement with the sponsor for the provision and payment for such services. The proposer may provide such services to other non-profit entities at no cost based on proposer's discretion.

Vehicles

ALS Response vehicles and Ambulances

All ambulances performing work under the contract shall meet or exceed the current federal KKK-C- 1 822 standards, except where specific standards conflict with Commonwealth of Massachusetts standards in which case the Massachusetts standards shall be met. New or replacement ambulances shall meet the equivalent federal KKK standards in effect at the time the ambulance is placed into service. All vehicles will be properly registered and inspected by the Commonwealth of Massachusetts, Registry of Motor Vehicles.

At the beginning of the Contract, and annually thereafter, the proposer shall provide to the City, a complete listing of all vehicles and ambulances performing services under the contract. This listing shall include license, vehicle identification number, mileage, and a general description of the vehicle.

Vehicle Maintenance

Proposer will be responsible for all vehicle maintenance. Vehicles are to be maintained in excellent working condition at all times. Any vehicle with any deficiency that compromises, or may reasonably compromise its performance, must be immediately removed from service.

Proposer shall complete, maintain, and make available to the City, upon request, copies of

- Every patient care record (electronic sufficient if it can be easily reproduced and if measures ensure accuracy and clearly identify involved personnel)
- Number of emergency responses and transports
- Equipment failure reports

- Work related injury reports
- Equipment and vehicle maintenance reports
- Patient billing and account documentation
- Quality assurance program reports
- A complete listing of all service complaints received and their disposition/resolution.

Quality Assurance/Improvement

An excellent quality assurance/quality improvement (QA/QI) program is very important. This program should exist throughout the proposer's organization as well as those of any subcontractor providing essential services. The QA/QI program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints.

Desirable features for the QA/QI program include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education. The plan should describe the program within the entire operation (not limited to clinical issues alone). The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program should also describe "customer services" practices including how customer satisfaction is determined and how customer inquiries/complaints are handled.

Billing and Collections

The City will be responsible to bill, on behalf of the service provider, for all ALS services as required by Medicare regulations.

Fees for service collected by the city or its agent on behalf of the proposer shall constitute full payment by the city, and the city shall be in no way responsible for payments for service beyond the amount collected less the City's fee.

The City shall hold proposer responsible for humane billing and collection policies. Proposer's collection practices shall not be burdensome or oppressive and will be in accordance with all State collection laws and regulations. Proposer's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges and other inquiries. There will be staff available at the proposer's offices to answer questions regarding patient bills. Billing statements will be itemized so that all charges are clearly explained and each medication, service and supply charged to the patient will be listed separately.

The proposer shall not engage in on-scene collections for services at scene, en route, or upon delivery of the patient. Proposer will accept assignment from Medicare and Medicaid for patients meeting the third party payer's medical necessity requirement.

Proposals shall include a description of billing procedures that include, but are not limited to the following:

- Reminder mailings with samples
- Telephone collection methods
- Policy regarding use of collection agents
- Policy regarding hardship cases and write-offs
- Identifying and pursuing alternative third party payments and other reimbursements

Medical Studies

The City recognizes the importance of clinical trials and studies conducted by area hospitals and institutions. Proposals should not preclude the conduct of such studies, however any such study that impacts the delivery of ALS care in the community must be approved by the community prior to commencement.

No study shall be conducted without the expressed written approval of the City's EMS Coordinator and the Chief of the Fire Department.

Multi-casualty Incidents, Mutual Aid, and Disaster Response

The proposer will develop and implement a plan for the immediate recall of personnel for the staffing of additional units in multi-casualty incidents or disaster situations, or times of peak overload.

To the extent that the proposer may have resources available, the provider shall respond to requests from neighboring jurisdictions for instant aid that require emergency ALS response.

Dispute Resolution

The City and the provider will agree to participate in a dispute resolution process. A committee, designated for the sole purpose of dispute resolution, will consist of Two (2) hospital representatives, Two (2) ALS provider representatives, and Three (3) community representatives.

Transfer

No contract for ALS services shall be assigned or transferred, nor the duties delegated without the expressed written permission of the City of Woburn.

Audits and Inspections

Any proposal must allow for the City's representative to observe the providers operation during normal business hours as may reasonably be deemed necessary. Allowance must also be provided for the City's representative to ride as "third person" on any ALS response unit, provided, however, that in exercising this right to inspection and observation, the City's representative will conduct themselves in a professional and courteous manner and shall not interfere in the paramedic's performance of their duties.

Independent Contractor

The City intends for the provider to act as an independent contractor and shall control the work and the manner in which it is performed. The provider will not be considered an agent or employee of the City.

Early Termination of Contract

The proposer will include and agree to a provision in the contract allowing for early termination of the agreement, providing 90-day notice is sent, by certified mail, to the provider.

EVALUATION CRITERIA

In addition to the minimum evaluation criteria contained herein, proposals will be further evaluated by the City of Woburn using the following comparative evaluation criteria. The ratings of “**Highly Advantageous**”, “**Advantageous**”, “**Not Advantageous**”, and “**Unacceptable**” will be used to evaluate the following features of each proposal.

1

Highly Advantageous

Woburn fire department receives a 60% per incident share of funds collected as a result of ALS/BLS transport involving Medicare or Medicaid patients

Advantageous

Woburn fire department receives a 50% per incident share of funds collected as a result of ALS/BLS transport involving Medicare or Medicaid patients

Not Advantageous

Woburn fire department receives between 40% and 50% per incident share of funds collected as a result of ALS/BLS transport involving Medicare or Medicaid patients

Unacceptable

Woburn fire department receives less than 40% per incident share of funds collected as a result of ALS/BLS transport involving Medicare or Medicaid patients

2

Highly Advantageous

Woburn fire department receives a 50% per incident share of funds collected as a result of ALS/BLS transport involving Non-Medicare/Medicaid patients

Advantageous

Woburn fire department receives a 40% per incident share of funds collected as a result of ALS/BLS transport involving Non-Medicare/Medicaid patients

Not Advantageous

Woburn fire department receives between 30% and 39% per incident share of funds collected as a result of ALS/BLS transport involving Non-Medicare/Medicaid patients

Unacceptable

Woburn fire department receives less than 30% per incident share of funds collected as a result of ALS/BLS transport involving Non-Medicare/Medicaid patients

3

Highly advantageous

Documented average response times under (8) eight minutes and per NFPA 1710, 90% of the time

Advantageous

Documented average response times under (9) nine minutes, and per NFPA 1710, 90% of 85-89 % the time

Not advantageous

Documented average response times between (9) nine and ten (10) minutes and per NFPA 1710, 90% of the time

Unacceptable

Documented average response times over (10) ten minutes, 50% of the time

4

Highly Advantageous

More than ten years in business as contracted ALS provider augmenting municipal based BLS service

Advantageous

More than five years in business as contracted ALS provider augmenting municipal based BLS service

Not Advantageous

Between one and five years in business as contracted ALS provider augmenting municipal based BLS service

Unacceptable

Less than one year in business as contracted ALS provider augmenting municipal based BLS service

5

Highly Advantageous

100% of ALS service provided by non-transport vehicle

Advantageous

Between 75% and 99% of ALS service provided by non-transport vehicle

Not Advantageous

Between 50% and 75% of ALS service provided by non-transport vehicle

Unacceptable

Less than 50% of ALS service provided by non-transport vehicle

6

Highly Advantageous

In-town basing of vehicles designated to responses in the city of Woburn

Advantageous

Basing of vehicles designated to responses in the city of Woburn within three miles of Woburn city hall

Not Advantageous

Basing of vehicles designated to responses in the city of Woburn between three and five miles of Woburn city hall

Unacceptable

Basing of vehicles designated to responses in the city of Woburn over four miles from Woburn city hall.

7

Highly Advantageous

In-town basing of appropriately staffed vehicles designated to second or simultaneous responses in the city of Woburn

Advantageous

Basing of appropriately staffed vehicles designated to second or simultaneous responses in the city of Woburn within three miles of Woburn city hall

Not Advantageous

Basing of appropriately staffed vehicles designated to second or simultaneous responses in the city of Woburn between three and five miles of Woburn city hall

Unacceptable

Basing of appropriately staffed vehicles designated to second or simultaneous responses in the city of Woburn over five miles from Woburn city hall

8

Highly Advantageous

Documented ability to supply superior service to a community generating an estimated 1300 to 1500 ALS transports per year.

Advantageous

Documented ability to supply superior service to a community generating an estimated 1000 to 1300 ALS transports per year.

Not Advantageous

Documented ability to supply superior service to a community generating an estimated 800 to 1000 ALS transports per year

Not Advantageous

Documented ability to supply superior service to a community generating an estimated 800 to 1000 ALS transports per year.

9

Highly Advantageous

Proposer provides EMT continuing education and refresher courses to fire department, including QA/QI, personnel at no cost to the city and at a location within the city.

Advantageous

Proposer provides EMT continuing education and refresher courses to fire department personnel at reduced cost (negotiable) to the city and at a location within the city.

Not Advantageous

Proposer provides EMT continuing education and refresher courses to Fire department Personnel at cost to the city and at a location within or outside the city.

10

Highly Advantageous

Proposer provides backup BLS emergency ambulance transportation service to all sections of the city 100% of the time when requested by Woburn dispatch.

Advantageous

Proposer provides backup BLS emergency ambulance transportation service to all sections of the city between 50% and 100% of the time when requested by Woburn dispatch.

Not Advantageous

Proposer provides backup BLS emergency ambulance transportation service to all sections of the city 50% of the time when requested by Woburn dispatch.

Unacceptable

Proposer does not provide backup BLS emergency ambulance transportation service to all sections of the city when requested by Woburn dispatch.

11.

Highly Advantageous

Proposer will provide the City of Woburn an ALS response team comprised of a PP or Double Medic 100% of the time

Advantageous

Proposer will provide the City of Woburn an ALS response team comprised of a PP or Double Medic 80-99 % of the time.

Not Advantageous

Proposer will provide the City of Woburn an ALS response team comprised of a PP or Double Medic 70-79% of the time

Unacceptable

Proposer will provide the City of Woburn an ALS response team comprised of a PP or Double Medic less than 70% of the time.

12.

Highly Advantageous

The emergency ALS service proposer will not provide non-emergency ambulance, or other medical transportation-services not covered by the RFP.
100% of the time

Advantageous

The emergency ALS service proposer will not provide non-emergency ambulance, or other medical transportation-services not covered by the RFP.
90-99% of the time

Not Advantageous

The emergency ALS service proposer will not provide non-emergency ambulance, or other medical transportation-services not covered by the RFP.
80-90% of the time

Unacceptable

The emergency ALS service proposer will not provide non-emergency ambulance, or other medical transportation-services not covered by the RFP.
Less than 80% of the time

BASIS OF PROPOSAL SELECTION

In an effort to reach a decision concerning the best qualified firms, the committee reserves the right to evaluate all factors it deems appropriate, whether or not such factors have been stated in this list of evaluation criteria.

Based on the Proposals received, the committee will develop a “short list” of service providers to be interviewed. The firms selected to be interviewed will be required to make a 20-minute presentation on their Proposal to the review committee, followed by a 20-minute question and answer period.

The City reserves the right to reject any and all Proposals and to negotiate the terms of the contract, including the award amount, with the selected firm prior to entering into a contract. If contract negotiations cannot be concluded successfully with the desired Proposer, the City may negotiate a contract with another Proposer. The City may request additional information and/or clarification from any or all Proposer’s to this RFP.

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an **original signature** and all other information, or, the Bid or Proposal may be **rejected**.

In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:

1.STATE TAXES PAID: Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2. CERTIFICATE OF NON-COLLUSION: M.G.L. C. 30, s. 39M and/or C. 30B, s.10: Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: 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.

3. PUBLIC CONTRACTS - DEBARMENT: M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated there under. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

4.HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER \$ 10000: Chapter 306 of the Acts of 2004: The undersigned certifies that the firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;(2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration at the time that the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration.

5. COMPLIANCE: The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract;

and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, and water and wastewater bills in MA as required by Law.

CERTIFICATION SIGNATURES

Print Company Name _____

Circle: Corporation Partnership Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

EMAIL _____

Date _____

Company Federal ID # or Social Security # _____

State of Incorporation _____

Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.

TERMS AND CONDITIONS

These TERMS and CONDITIONS shall apply to all Contracts with the City of Woburn.

1. BID OFFERS. The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the City of Woburn.

2. PRICES quoted must be F.O.B. Delivered Destination-, MA. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

3. AWARDS to a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

4. PAYMENT. The City of Woburn shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the City Department in sufficient time for such discounts to be taken advantage of by the City and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the City, as specified on the order or from the date a correct invoice is received by the using agency of the City, if the latter date is later than the date of delivery.

5. GUARANTEES. The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

6. PATENTS. The Seller shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the City may elect, replace such material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid.

7. LEGALITY. The successful bidder shall comply with all applicable United States, Massachusetts, and/or City of Woburn codes, statutes, ordinances, rules, and regulations.

8. TAXES. Purchases made by the City are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

9. BONDS. If this Invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, money order from a responsible bank, made payable to City of and must be filed with the original bid at the Office of the Purchasing Agent. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the

execution of the awarded contract and approval by the City of the performance bond. In the case of a default, the bid surety shall be forfeited to the City of Woburn. The successful bidder may be required to furnish a performance bond in an amount and with a MA licensed Surety satisfactory to the City. The Contractor will assume all costs for bonds.

10. ORDERS. Verbal Orders are not binding on the City of Woburn, and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of City Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the City. Purchase Orders issued by the City to pay for goods or services shall be made part of Contract.

11. INDEMNITY. Contractor shall agree to Indemnify, Defend, and Hold the City Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

12. EQUALITY. Where trade names or specific manufacturers are mentioned in the specifications, the City does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The City invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:(a) it is at least equal in quality, durability, appearance, strength, and design;(b) it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and(c) it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be submitted to the City in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L., Ch.30, s.39J, or other applicable statute, approval shall be at the sole discretion of the City, it shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

13. MINORITY BUSINESS ENTERPRISE PLAN - Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office (“SDO”) (formerly SOMWBA) and the Division of Capital Asset Management (“DCAM”) have set revised participation goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and,

17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

14. RIGHT TO KNOW LEGISLATION, M.G.L., Ch.111F and 454 CMR 21.06 All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL,Ch.111F , are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

15. NON-COLLUSION AFFIDAVIT, M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10
nAny person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: 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.

16. STATE TAXES PAID: Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

17. BID OFFERS will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening or will be rejected. Offers must be signed to be valid.

18. UNIT PRICE. The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

19.INSURANCE.Contractor shall purchase and maintain coverage for Workers' Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor's operations under this agreement, whether such operations be the Contractor's, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. **In no case shall the limits be less than \$ 1,000,000 in Bodily Injury and in Property Damages.** A certificate of insurance naming the City of as Additional Named Insured shall be filed with the City prior to the commencement of any contract's operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-renewal or cancellation of coverage to City of Woburn. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 11).

20. INDEPENDENT CONTRACTOR. The contractor is neither an agent nor an employee of the City of Woburn and is not authorized to act in behalf of the City of Woburn.

21. COMPLETE AGREEMENT. The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

22. ASSIGNMENT / SUB-CONTRACTING. The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the City without prior written consent of the City of Woburn.

23. CONFLICT OF INTEREST. The bidder certifies that no official or employee of the City of Woburn has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A,s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the City of Woburn.

24. TERMINATION. The City of Woburn shall have the Right to terminate this Agreement, if:(A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not affected by the Contractor within Fifteen (15)

Days next following its receipt of a termination notice issued by the City of Woburn , or,(B)a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (D) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. City of Woburn shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. **NOTICE:** The City of Woburn may terminate this Contract or any Purchase Order issued hereunder **without cause** at anytime, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

25. RETURN OF PROPERTY. Upon termination, the Contractor shall immediately return to the City of , without limitation, all documents ,plans, drawings, tools, equipment, and items of any nature whatsoever supplied to the Contractor by the City, or items developed by the Contractor in accordance with the terms of a Contract with the City of Woburn.

26. INTERPRETATION OF SPECIFICATIONS. Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within five (5) working days before the scheduled bid opening. All requests shall be in writing to the Purchasing Agent.

27. INFORMATION. The submission of a bid offer authorizes the City to contact any and all parties referenced by the bidder in regard to financial and operational information. The City shall have the right to request verification of any information or qualifications submitted as part of any offer to the City.

28. PRICE REDUCTION. It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to City.

29. GOVERNING LAW. The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

30. ENFORCEABILITY. In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

31. SAMPLES. Any qualified bidder may be required to submit samples of the goods offered at the request of the Purchasing Agent. Evaluation for acceptability will be a determining factor in the selection process.

32. DISCRIMINATION. It is understood and agreed that it shall be a material breach of Contract resulting from this bid offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or, terms or conditions of employment.

TERMS AND CONDITIONS SIGNATURES

Print Company Name _____

Circle: Corporation Partnership Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

Date _____

Company Federal ID # or Social Security # _____

State of Incorporation _____

Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

Held on _____ it was VOTED that:
(Date)

(Name) (Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Office)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

CERTIFICATE OF VOTE (required if Contractor is a Corporation)

I, _____, hereby certify that I am duly qualified and Acting Secretary of _____ and I further certify that a meeting of the Directors of said Company, duly called and held on _____, at which all Directors were present and voting, the following vote was unanimously passed:

Voted to authorize and empower the person signing the Bid Certification Sheet on behalf of the Corporation. I further certify that the above vote is still in effect and has not been changed or modified in any respect.

BY: _____
(Secretary of Corporation)

ATTACHMENT A
EMERGENCY ADVANCED LIFE SUPPORT

PRICE PROPOSAL FORM

Price proposal should list the offered reimbursement rates and any other benefits offered to the City; including not but not limited to staff training, and supply equipment swaps.

This RFP includes addenda numbered_____.

Company Name of Proposer _____
Address _____

Signature of Company Official: _____

Printed Name of Company: _____

Title of Company Official: _____

Phone Number: _____

Name of Person Assembling Proposal: _____

Title: _____

Phone Number: _____

Email Address: _____
