

CITY OF GARDNER
PURCHASING DEPARTMENT
95 Pleasant Street, Room 217
Gardner, MA 01440
978-632-0426

REQUEST FOR PROPOSALS
(Emergency Ambulance Service)
MGL Chapter 30B Services (Exempt)

PROCUREMENT # 2018-218

ISSUE DATE: March 7, 2018

CITY OF GARDNER
Jennifer Dymek, CPO, MCPPO
Director of Purchasing
jdymek@gardner-ma.gov

Required Submission Date: Thursday, April 5, 2018, no later than 2:00 p.m. local time

Deliver Submission To: Purchasing Department, 95 Pleasant Street, Room 217, Gardner, MA.
See proposal for submittal instructions.

Pre-bid Conference: None.

Last Day and Time for Questions: Wednesday, March 21, 2018 at 10:00 a.m.

Bid Deposit: No

OSHA Training: No

Prevailing Wage Law: No

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**CITY OF GARDNER
SCOPE OF SERVICES**

EMERGENCY AMBULANCE SERVICES

June 1, 2018 to June 30, 2021

A. OVERVIEW AND PURPOSE

The City of Gardner is seeking proposals from qualified and interested companies to furnish prompt and reliable emergency ambulance services for the City of Gardner (“City”).

This Request for Proposals is for the purpose of obtaining the necessary data for the City to determine an appropriate contractor with which to negotiate a contract. It is not subject to MGL Chapter 30B. All responders shall be aware that the City will select a Contractor which it deems to be in the best interest of the City and most suitable for the City’s needs. The City reserves the right, at its sole discretion, to accept or reject any and all responses or parts thereof and to negotiate a contract with any responder or none of them.

The proposals will assist the City to determine which qualified potential Contractor (“Contractor”) 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.

Emergency Dispatch Fee – The City of Gardner operates an emergency 911 dispatch operation that receives and dispatches calls for assistance from Police, Fire and Emergency Medical Services. In consideration of the cost to the City of Gardner to provide dispatch services for emergency ambulance services, the selected Contractor shall provide an annual ambulance dispatch fee to the City.

B. CONDITIONS OF RESPONSE

Technical Proposals are to be received no later than **Thursday, April 5, 2018 at 2:00 PM**. Four (4) hard copies, plus one (1) electronic copy, of your response must be submitted in a sealed envelope, which indicates the Contractor’s name and address, clearly marked in the lower left-hand corner. Responses should be clearly marked “Emergency Ambulance Services Response” and shall be delivered to the following address:

Director of Purchasing, Jennifer Dymek
Gardner City Hall
95 Pleasant Street, Room 217
Gardner, MA 01440

Technical Proposals shall include any and all information the City would find necessary in making an educated decision to award a contract. Technical Proposals shall include an explanation of any deviations from the requirements of this Request for Proposal.

Price proposals are to be placed in a separate sealed envelope marked “Price Proposal – Ambulance Service - Proprietary” and shall include Price Proposal and any substantiating documents related to the price proposal of the Contractor. Price Proposals will be opened following review of technical proposals and shall remain confidential. Price Proposals will become property of the City. The Price Proposal shall include the Dispatch fee, in-kind services being offered (including training) and any other monetary offers the Contractor is making to the City.

The City reserves the right to waive any informality in the responses if it is in the best interest of the City to do so. A contract is expected to be awarded by the City within 30 business days after the response opening date.

Questions pertaining to this Request for Proposals can be addressed to Jennifer Dymek at the address above, or via email at jdymek@gardner-ma.gov or to Chief Richard Ares at 70 City Hall Avenue, Gardner, or via email at rares@gardner-ma.gov. Responses may be issued in the form of an Addendum.

C. DESCRIPTION OF PROJECT

1. Qualified Organizations

The following conditions are minimum standards that must be met by any prospective Contractor:

- a) The Contractor must have and maintain a license by the Commonwealth of Massachusetts to operate an ambulance service pursuant to State laws and regulations.
- b) The Contractor's corporate officers shall have a combined minimum of five (5) years corporate experience in the operation of an ambulance service or company without any license suspension, revocation, or refusal to renew by the Commonwealth. The Contractor must submit an organizational chart with their proposal.
- c) The Contractor's corporate officers shall have experience providing ambulance service to at least two (2) other municipalities within Massachusetts within the past three years.
- d) The Contractor shall have three (3) years of corporate experience without any bankruptcy proceedings.
- e) The Contractor must be current on all state taxes due the Commonwealth of Massachusetts and Federal taxes due to the Internal Revenue Service and Local taxes, fees, assessments and any other charges due to the City of Gardner.
- f) The Contractor must submit a list of references from appropriate agencies of all cities and towns for which it has provided ambulance services for the last five (5) years. In addition, the Contractor shall provide one (1) positive Bank Reference indicating the entities' borrowing power. Said letter should be submitted along with the Price Proposal marked Proprietary, and shall remain confidential.

2. Scope of Service

- a) General
 - 1) Ambulance service shall include the provision of initial medical assistance to sick, disabled and injured persons throughout the City and the transport of such persons to hospitals and to other designated medical facilities as determined by local and state protocol.
 - 2) The prospective Contractor must be a licensed provider of Ambulance Services and hold a valid License issued by the Commonwealth of Massachusetts Department of Public Health; The Contractor shall maintain said license status for the entire term of the Contract, and any renewal(s) thereof.

b) Stand-by Service

- 1) Stand-by service shall be provided at emergency scenes whenever requested by the City. Such service shall include the continued availability at the scene of at least one ambulance capable of providing advanced life support services, until released by the City's Incident Commander at the scene. Whenever a stand-by ambulance is required to leave the scene to transport a sick, disabled or injured person to a hospital or other facility as determined by local protocol, the company shall provide a replacement ambulance, unless specifically released from this obligation by the City's Incident Commander.

3. Response Time Standards

The potential Contractor shall respond to all requests for service received from the City in accordance with the following standards:

Initial/primary ambulance response times shall be eight (8) minutes or less ninety (90%) percent of the time. All subsequent responses shall be twelve (12) minutes or less ninety (90%) percent of the time.

All response times shall be measured or calculated as the time elapsed between (1) the time at which a request for service is received by the company from the Emergency Communications Dispatch Center and (2) the time at which the ambulance personnel are ready to exit the ambulance at the scene of the incident.

The 90% standard for responses shall apply to any 24-hour period. There shall be no significant disparities in response times by time of day or by geographic area. Contractor shall be exempt from this requirement in the case of extreme weather conditions.

The Contractor shall maintain and provide upon request, a monthly record of all requests for service received from the City. This record shall include, but not be limited to:

- 1) Basic Life Support and Advanced Life Support emergency responses
- 2) Time of receipt of dispatch from the Emergency Dispatch Center
- 3) Time at which appropriate level ambulance was actually en route to the location
- 4) Time at which the ambulance personnel exit the ambulance at the scene of the incident or time of cancellation of request for service
- 5) Time of departure of the ambulance from the scene
- 6) Time of arrival of the ambulance at a hospital

For all responses, the company will notify the Public Safety Dispatch Center if an ambulance is not en route to the location within five (5) minutes of receipt of the call. The City reserves the right to send a mutual aid ambulance when requested by an Incident Commander or any situation or condition when deemed necessary for patient care.

4. Operational Requirements

- a) **Hours of Coverage:** All ambulances to be used in service and operating in the City of Gardner shall be fully staffed twenty-four (24) hours daily, seven (7) days weekly.

- b) **Response Boundaries:** The Contractor shall furnish all the usual and necessary ambulance services, with the services incident thereto, for the transportation of City residents and visitors within the limits of the City of Gardner.
- c) **Radius of Service:** The Contractor must be able to furnish transportation within a radius of fifty (50) miles of the City of Gardner.
- d) **Physical Plant:** The Contractor shall have and maintain a physical plant with sufficient capacity to store all equipment and supplies, to accommodate all personnel and to operate all communications systems required to perform the contracted services.
- e) **Basing of Ambulance:** The basing and garaging of the dedicated Advanced Life Support (ALS) ambulance service shall be at Gardner Fire Headquarters. A back-up ALS ambulance shall be made available to cover the City if the dedicated ALS ambulance is unavailable due to patient transport or any other reason.
- f) **Immediate Response to Calls:** The Contractor shall respond immediately to all calls for service by any public safety agency of the City of Gardner.
- g) **Dispatch Authority & Assignment:** All calls requesting medical assistance shall be dispatched from Public Safety Dispatch and/or Fire Dispatch for the immediate dispatch of all Ambulances and resources necessary for emergency medical assistance and the transportation of the sick and injured.
- h) **EMS Service Zone Designation:** The Contractor shall be designated as the “Primary ALS Ambulance Services Provider” for the City of Gardner in accordance with the City’s EMS Service Zone Plan as required by the Commonwealth of Massachusetts, Department of Public Health’s Office of Emergency Medical Services. The Contractor shall be available to participate in any Service Zone Planning Meetings as requested.
- i) **Transport of Patients:** The Contractor is reminded of the requirements set forth in the Massachusetts Regulations as to the transport of patients: “No ambulance service or agent thereof shall refuse, in the case of critical illness or injury, to dispatch an available ambulance, to provide life-support at the scene, or to transport a patient to an appropriate place of treatment within its regular operating area.” This requirement shall be strictly enforced and reviewed during the term of the Contract with the Contractor.
- j) **Hospital Selection:** The Contractor shall be solely responsible for the selection of the hospital to which a sick, disabled or injured person is transported in accordance with on-line and off-line medical control policies. The City shall not be obligated in any circumstances to select a hospital. The Contractor should follow state regulations and regional point of entry protocols.
- k) **Infectious Disease:** The Contractor shall transport within and outside the City contagious and infectious disease cases, as directed by the Board of Health or other designated City authority.
- l) **Compliance with National Incident Management System (NIMS):** The company shall comply with all relevant provisions and requirements for emergency medical services for the National Incident Management System (NIMS) as determined by the U.S. Department of Homeland Security. Such compliance shall include, but is not limited to, training of personnel, procedures and plans, and resource typing. The company, upon request, will provide access to all records to verify NIMS compliance.

- m) **Multiple Casualty Incident (MCI)/Disaster Programs:** Contractor shall be compliant with Statewide Multiple Casualty Incident Standards with respect to disaster tagging and triage systems, and patient tracking programs.
- n) **Mutual Aid:** The Contractor shall participate in the City's Mutual Aid Plan.

5. In-Kind Services to the City

- a) **Emergency Transport of Gardner Employees:** The Contractor shall transport to the area hospitals without charge to the patient or to the City, any employee of the City of Gardner ill or injured within the City in the course of employment by the City of Gardner.
- b) **Training:** The Contractor shall cooperate, with the City, in the conduct of training, instruction, exercises and critiques relating to emergency medical incidents. The Contractor shall provide a minimum of ten (10) continuing education credits, as approved by the Office of Emergency Medical Services (OEMS), for all four on-duty groups, per year. The Contractor shall provide a 20 hour OEMS approved NCCR refresher biennially. The training referenced in this section shall be held at Gardner Fire Headquarters at no cost to the City.
- c) **Fire Stand-By:** The Contractor shall respond with one (1) ALS ambulance to all structure fires and remain on the scene until released by the incident commander or senior firefighting officer.
- d) **Payments by the City:** No charge shall be made on calls where the Contractor is requested to stand-by as a precautionary measure.

6. Equipment & Supplies

- a) **Dedicated Advanced Life Support (ALS) Unit for City:** The prospective Contractor shall base, supply and provide, to the City of Gardner, a minimum of one (1) dedicated Class I Emergency Advanced Life Support Ambulance at a Paramedic level, and shall base such ambulance at Gardner Fire Headquarters. Said vehicle will be reserved for the dedicated transport of emergency calls occurring in the City of Gardner.

The prospective Contractor shall ensure the continuous availability of emergency medical ALS response services to the City of Gardner twenty-four (24) hours per day seven (7) days per week three-hundred sixty-five (365) days per year. A back-up must be made available to the City when the first ambulance is responding to a call or outside the City limits. The second ambulance must meet Class 1 criteria and be located within six (6) minutes of the City.

- b) **Supplies:** All ambulances shall be equipped with all necessary supplies as required by the Commonwealth of Massachusetts Department of Public Health ("DPH"), Office of Emergency Medical Services ("OEMS"). The Contractor must supply all linen, blankets, and other articles used in the service and keep same in clean and sanitary condition.
- c) **First Responder Supplies:** For those incidents in which first response services are performed by the Police Department, the Contractor shall replace, on a one-for-one basis, the disposable supplies used by the Police Department in the provision of these services.
- d) **Ambulances:** The prospective Contractor shall be the owner or lessee of the minimum number of ambulances required to perform the services described herein. Ambulances shall be equipped,

maintained and operated in accordance with all applicable laws, rules and regulations. Vehicles shall have the Contractor's name clearly printed thereon. The Contractor shall provide to the City an inventory of all ambulances owned by the Contractor.

- e) **Radio Communications:** Ambulance(s) must be equipped with a two-way radio on such wave length that full cooperation can be obtained between them and the Police, Fire Departments, Public Safety Dispatch Center and communication with the hospitals.
- f) **Equipment:** Said ambulances shall be equipped so as to render all the usual and necessary services incident to the transportation of those requiring ambulance service, and shall also be equipped so as to provide to whomsoever may be in need thereof during the time ambulance service is rendered. All ambulances shall be equipped with all necessary equipment and supplies as required by the Commonwealth of Massachusetts Department of Public Health ("DPH"), Office of Emergency Medical Services ("OEMS") and must be built to Federal specifications, equipped to stated specifications and licensed by the Commonwealth of Massachusetts as Class 1 ambulances.
- g) **Ambulance Maintenance & Mechanics:** The Contractor shall be solely responsible for the maintenance and repair of their ambulances. The Contractor shall keep all the ambulances required to be used under its contract for ambulance service in a good mechanical and operating condition. Contractor shall detail its ability to maintain and repair its fleet.
- h) **Inspections:** The City reserves the right to inspect the ambulances upon request. All maintenance logs shall be readily available for inspection upon request.

7. Communications

A. Requests for Service: The Contractor shall receive communications for requests for service and other communications from the City in a manner determined by the City. The primary source for request for service from the City shall be via a telephone connection between the City's dispatcher and the Contractor's dispatcher.

- a) **Communications Capabilities:** The Contractor shall have and maintain appropriate communications equipment in all of its ambulances, in all dispatching stations, and elsewhere. Contractor shall detail its ability to perform the services described above.
- b) **Two-Way Radio Capabilities:** The Contractor shall be so equipped as to ensure two-way radio communications on a special emergency radio service band, or equivalent system, having one hundred percent (100%) transmit and receive coverage between the dispatching center and all ambulances or equivalent equipment. The contractor shall maintain its own base station and licensure by the FCC (if required), and by radio in the ambulance, so as to receive and shall not refuse to respond and provide service for all calls that are deemed medically necessary. Calls deemed medically necessary shall be determined by the attending physician, Police or Fire Department personnel or ambulance attendants.
- c) **Interagency Communications:** The Contractor must have direct radio communication capability between the ambulance, any advanced life support units, Police, and Fire vehicles on site and hospitals. The Contractor shall have and maintain the necessary redundancies in its communications systems to ensure continuous communication capabilities.

- d) **Recordings:** All communications relating to requests for service received from the City shall be recorded verbatim by the Contractor and all records of such communications shall be retained by the Contractor for at least ninety (90) calendar days.

8. Personnel

The Contractor shall have a sufficient number of dispatchers and medical personnel to perform the services described therein. All medical personnel shall have the applicable professional qualifications as prescribed by the Commonwealth of Massachusetts Department of Public Health's Office of Emergency Medical Services (OEMS). Other personnel requirements are as follows:

- a) **Ambulance Personnel:** All personnel employed by the Contractor to staff the ambulances shall be state certified Emergency Medical Technicians (EMTs) in accordance with Massachusetts state law and OEMS regulations. All drivers shall have the applicable operator's license as required by state laws, rules and regulations.
- b) **Ambulance Staffing:** The Contractor shall ensure that each ambulance to be used in the rendering of service shall be staffed with at least two (2) individuals, one of whom shall be a Massachusetts certified Paramedic.
- c) **Uniforms & Identification:** The personnel used in manning the ambulance or ambulances used in the performance of service under said contract while in such service will wear a uniform and identification badge as heretofore agreed upon by the Contractor and the authorized agent for the City of Gardner, as further required by State law, if applicable.
- d) **Employee Roster:** The Contractor shall furnish the City upon request, a roster of currently employed personnel including the following information on each employee: name, date of medical certification, driver's license and EMT certificate numbers. The City shall retain the right to verify these with the Office of Emergency Medical Services.
- e) **Incentive Programs:** The Contractor shall establish no incentive program which is designed to encourage personnel to provide medically unnecessary services for which any person may be charged under this Agreement.
- f) **Remove from Service:** The City reserves the right to direct the Contractor to remove any employee from service on the dedicated ambulance for unsatisfactory work performance.

9. Policies & Procedures

- a) **Written Procedures:** The Contractor shall furnish upon request of the City a copy of all written policies and procedures, including, but not limited to the following, only as they pertain to the Contract with the City of Gardner:
 - 1) Certification and recertification of attendants
 - 2) Back-up Services
 - 3) Communications
 - 4) Stocking of Supplies
 - 5) Use of lights and warning signals
 - 6) Staffing
 - 7) Conduct
 - 8) Mechanical failure

- 9) Inspection authorities
 - 10) Non-discrimination hiring policy
 - 11) HIPPA compliance, including document security/disposal methods
 - 12) C.O.R.I.
 - 13) Quality Assurance (QA)/Quality Improvement (QI) procedures
 - 14) Rate structures and billing & collections procedures
 - 15) Orientation curriculum and training policies
 - 16) Continuing education, remedial instruction and in-service training of employees
 - 17) Training & recertification for Hazardous Materials Response
- b) **Media Communications:** There shall be no disclosure of incident events by any employees of the Contractor to the media.
- c) **Anti-Discrimination:** The Contractor, in compliance with 105 CMR 170.295, shall not discriminate on the grounds of race, color, religion, national origin, age or sex in any aspect of the provision of Ambulance Services or in employment practices.

10. Quality Assurance

The Contractor shall participate in any City Public Safety Quality Assurance/Quality Improvement Program and shall have and maintain its own program. The Contractor shall provide to the City upon request, a report that summarizes the Contractor's quality assurance activities for the preceding one-year period. Such report shall be submitted within thirty (30) days after receipt by the Contractor of the City's request. The report shall contain, but not be limited to, the following information:

- Names(s) and titles(s) of responsible person(s)
- Audit of Pre-hospital Care Reports (including methodology & assessment criteria)
- Statistical summary
- Corrective actions (including any remedial training)

11. Records & Reporting Requirements

- a) **Records:** All record keeping shall be as prescribed by CMR regulations. All such records shall be made available for inspection by the City upon request.
- b) **EMS Service Zone:** All reporting formats and data collection shall include, but are not limited to, those data elements as specified within the City's approved EMS Service Zone Plan as required by the Commonwealth of Massachusetts, Department of Public Health, and Office of Emergency Medical Services.

12. Contractor Performance & Review

- a) **Periodic Reviews:** Responsibility for periodic review of the Contractor performance shall be vested with the City's designee(s) including but not limited to the Gardner Board of Health, and the Fire and Police Department representatives. The Fire Chief, Police Chief, and the Board of Health Director shall designate a staff member to represent each department in the supervision of this review, and to coordinate any other duties assumed relative to supervision of the Contractors performance, whether these duties are stated in the specifications or are to be adopted at a later date.

- b) **Frequency:** Nothing in the above shall be interpreted as limiting the City or its designated representative(s) from conducting any form of review of the Contractors performance at any time during the term of the Contract.

13. Cooperation

- a) The Contractor shall cooperate with the City in the conduct of training, instruction, exercises and critiques relating to emergency incidents.
- b) The Contractor shall cooperate with the City, or its agents, in all studies reasonable in scope and relating to the services provided pursuant to the agreement with the City.
- c) The Contractor shall cooperate with the first responders/EMTs from the Gardner Police Department and Gardner Fire Department and shall solicit from them all patient care information which was obtained by the first responders/EMTs.

14. Information Technology

The City recognizes the increasing importance that information technology tools have on the effective delivery of limited EMS resources, including the benefits of improved emergency response times. As such, the Responder/Prospective Contractor shall provide a listing of any relevant Information Technology and/or telecommunications tools or capabilities that are currently utilized by Contractor to effectively assign field resources and to record, track, monitor or report the numerous data elements that are required for effective performance measurement. Examples may include, but are not limited to, specific computer applications, hardware, software and/or operational processes for:

- Management Information Systems (“MIS”)
- Computer Aided Dispatch (“CAD”)
- Geographic Information Services (“GIS”)
- Global Positioning Systems (“GPS”)
- Mobile Computing Capabilities of ambulances

The Contractor shall provide, to the City, all equipment to monitor the location of the Contractor’s ambulances operating within the City. The equipment shall be installed at no charge at a location determined by the City.

15. Complaints

- a) The company shall respond to any complaints received by the City resulting from the company's performance under the agreement. Such response shall be made in writing within ten (10) days after receipt from the City of notice of the complaint.
- b) The company shall cooperate with the City, the Commonwealth of Massachusetts’ Department of Public Health, Office of Emergency Medical Services, or any other appropriate investigative organization to review and resolve any complaint or claim.

16. Compliance with Law

The City’s Contractor shall be required to list a five (5) year history of violations of the Commonwealth’s OEMS regulations. The Contractor shall at all times keep itself fully informed of and comply with all applicable laws and regulations, Federal, State and Local laws in the performance of the services to be provided under the contract including but not limited to the Occupational Safety and Health Act of 1970,

the Americans with Disabilities Act of 1990, and Massachusetts General Laws c.111C and 105 CMR 170 et seq. and any amendments thereto, which governs ambulance services within the Commonwealth of Massachusetts. If any clause of the contract conflicts with such law, that clause shall be void insofar as long as it is inconsistent with said law(s).

17. Legal or Administrative Proceedings

The Contractor shall list all civil and criminal proceedings (whether administrative or judicial) in which the Contractor was found at-fault in the performance of ambulance service within the last five years. The Contractor shall also list any criminal law proceedings relating to embezzlement, graft, forgery, bribery, falsification or destruction of records, receipt of stolen property, or motor vehicle violations. Include a description by docket number, court or agency names, and the basis of the judicial or administrative proceeding.

18. Billing, Fees & Financial Operations

- a) **Patient Billing:** The City shall be responsible for billing all patients for which the Contractor provided ALS services on board the City's ambulance. The City shall pay the Contractor 50% of payment received, less billing fees.

The Contractor shall be responsible for billing patients or his or her third party provider for which the Contractor is the primary transport ambulance. All patients are responsible for the difference between the Contractor's allowable charges and that which is paid by the patient's third party coverage. The Contractor shall allow reasonable time for third party payments and may not demand immediate payment from the patient. All bills shall be on the Contractor's billhead. The City will not be responsible for any unpaid bills or balances.

- b) **Charges to the City:** In no event shall the City of Gardner be responsible for any charges which the Contractor is unable to collect, for any reason, for the emergency services provided under the Contractor's Contract with the City.
- c) **Proprietary Information:** Notwithstanding the laws of the Commonwealth of Massachusetts, any such proprietary and specific information may be noted as such. Such proprietary information shall be considered for exclusion from the duplication and dissemination of the permanent public record however such confidentiality cannot be guaranteed.

19. Records & Inspections

- a) The Contractor shall maintain appropriate records relating to all request for service received from the City under the Contract agreement. These records shall be available for inspection by the City upon its request, subject to the provisions concerning patient confidentiality as prescribed.
- b) The Contractor shall provide a monthly report to the City of emergency medical services provided under the contract with the City. The report shall be due within 10 days after the close of the month. The report shall provide information on the following:
 - 1. total number of EMS responses;
 - 2. total number of EMS transports;
 - 3. total number of ALS transports.
 - 4. total number of BLS transports.

The City shall have the right to audit, at its own expense, annual reports provided by the Contractor.

- c) The Contractor shall, upon request of the City, permit inspection of all premises, equipment and supplies used to provide service under the agreement.

20. Meetings

The Contractor shall meet with representatives of the City to discuss the aforementioned reports and/or any matters as may be relevant to the provision of service under the agreement. Such meetings may be requested by either the City or the Contractor.

C. CONTRACT AWARD & REQUIREMENTS

The City will evaluate all responses to the request for proposals for emergency medical services. The selection of a vendor will be primarily based upon the following criteria:

1. Experience in providing emergency medical services to other municipalities in the Commonwealth of Massachusetts.
2. Plan/ability to provide secondary response ambulances for emergency medical calls occurring in the City of Gardner. Ability of the Contractor to provide an effective response time to multiple calls for medical assistance.
3. Community education, training, and other benefits to be provided by the Contractor to the community.
4. Proposed Emergency Dispatch Fee paid to the City of Gardner on a monthly basis by no later than the 15th of every month.

The City of Gardner will select a Contractor which it deems to be in the best interest of the City and most suitable for the City's needs. The City reserves the right at its sole discretion to accept or reject any and all responses or parts thereof and to negotiate a contract with any responder or none of them.

The Mayor must approve all contracts for services under this response. The Ambulance Committee will evaluate responses and recommend a selection to the Mayor for his consideration and approval.

1. Requirements for Contractor:

- a) **Written Contract:** Following notification of an award to a selected Contractor, the Contractor shall execute a written contract with the City of Gardner. All items included in these specifications are subject to becoming a part of any future contract with the City for Emergency Ambulance Service.
- b) **Receipt of Necessary Documents:** The awarding of a contract shall be subject to satisfactory examination and approval of all required documents by the City.
- c) **Certification Requirements:** The Contractor must be certified and approved by the State Department of Public Health, Medicare and Medicaid.

2. Term of Contract

The Term of contract awarded shall be from June 1, 2018 to June 30, 2021 unless sooner terminated.

3. Hold Harmless Clause

The Contractor acknowledges and agrees that it is responsible as an independent contractor for all Contractor's operations under the contract and the acts of Contractor's agents and employees ("Contractor's Acts"). Contractor agrees that it will indemnify and hold harmless the City, its officers, board, committees, agents, servants and employees from any and all lawsuits, litigation, loss, damage, costs, charges, expenses and claims which may be made against it or them or to which it or they may be subject by reason of any alleged Contractor's Acts. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under the Worker's Compensation Act, Disability Benefits Act, or other employee benefits act. The Contractor 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 Gardner. Contractor shall not be required to indemnify a party for that portion of any loss that is directly attributable to the negligence of the party to whom indemnification is owed.

4. Termination of Contract - Notice

The City and the Contractor reserve the right to terminate the contract in the event of a material breach if, upon twenty (20) days notice, the breaching party has not taken reasonable steps to remedy the breach. Neither Party shall be liable for any damage in the event it cancels the contract according to the provisions herein.

5. Insurance

Liability and property damage insurance must be carried by the Contractor at its own expense. The Contractor shall furnish a Certificate of Insurance to the City of Gardner, with the City of Gardner named as additional insured to demonstrate that the vehicles to be used in the City of Gardner possess the following minimum coverage:

- a) **Property Damage:** The Contractor must be insured, at its own expense, on all vehicles used in the performance of its contract. The Contractor must be insured for the sum of at least \$3,000,000 for property damage per vehicle.
- b) **Personal Injury:** The Contractor must be insured at its own expense. The Contractor must be insured for the sum of at least \$3,000,000 for injuries to or death of any one person, and a minimum of \$3,000,000 on account of any one accident for injuries to or death of more than one person.
- c) **Worker's Compensation:** The Contractor 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.
- d) **General Liability:** The Contractor must carry, at its own expense, an over all liability policy of at least \$3,000,000.

- e) **Malpractice:** The Contractor must carry, at its own expense, a malpractice policy of at least \$3,000,000.

The Contractor 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 Gardner and its employees, agents and officials from all claims and liability for damages for bodily injury, including accidental death, for property damage, and professional malpractice which may arise from operations under the contract. All Certificates of Insurance shall be submitted in triplicate to the City before execution of any contract.

6. Notification of Change in License Status

The Contractor shall immediately notify the City of Gardner 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. The Contractor shall forward to the City of Gardner all copies of the correspondence received relative to the above matters, should they occur during the term of the contract.

7. Transfer of License/Assignment of Contract

The Contractor is prohibited from assigning the contract awarded to it pursuant to this response. The Contract with the City of Gardner shall not be transferred or assigned, including transfer or assignments through bankruptcy or insolvency proceeding, without the prior written consent of the City of Gardner. The Contractor shall submit to the City, a copy of the written approval received from the Commonwealth of Massachusetts Department of Public Health for such a transfer, issued pursuant to regulations.

8. Severability

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

9. Anti-Discrimination

The Contractor shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, marital status or disability with regard to its employment practices and by and through the provisions of the services as described herein.

10. Confidentiality

All services provided pursuant to the contract are confidential, and information and reports regarding such service shall not be disclosed in whole or in part to any person or organization other than duly authorized representatives of the City without prior written authorization of the City of Gardner. The Contractor shall take all necessary steps to insure that no member of its staff discloses any such information, except as herein permitted. The Contractor shall take all necessary steps to properly and securely store and dispose of any and all confidential records or information resulting from the execution of the contract.

D. CONTENTS FOR SUBMISSION OF PROPOSAL

The responses to the Request for Proposals should include, but is not limited to, the following information and/or documents:

	Information/Document(s):
	Letter of Interest
	Copy of Ambulance Service Certificate
	Indication of annual number of requests for emergency medical service currently received (from all sources) by the company
	Indication of proposed response time performance of the company
	Listing of the number of ambulances, by type, year and make of vehicles to be used in providing services under the City contract
	List of backup equipment available to the City, if necessary, and type of equipment available (ALS or BLS, etc.) and location where this equipment will be housed.
	Comprehensive inventory of equipment to be provided for 911 response contract, including make/model/year/mileage of all ambulances.
	Plan of acquisition for any ambulances listed above not already acquired by the company
	Copy of vehicle maintenance and replacement policy currently used by the Contractor
	Copy of ambulance supplies checklist currently used by the Contractor
	Copy of curricula currently used by the company for orientation of personnel
	Copy of current policies concerning substance abuse, safety and infection control
	Copy of current policy of the company concerning continuing education, in-service training and remedial instruction
	List of insurance providers your company is affiliated with as a participating service provider.
	List of rates charged to clients, including billing and mileage rates
	Signed statement indicating the maximum out-of-pocket cost which would be incurred by a client on a transport (what a patient would be invoiced without insurance and after insurance).
	Current organization chart or table of organization
	Description of communications system currently used by the company, including: <ul style="list-style-type: none"> • Type of equipment • Radio transmission/reception coverage area • Recording capabilities • Backup capacity • Procedures and protocols • GPS based vehicle tracking system
	Illustrative example of the type of record of communications currently maintained by the Contractor
	If emergency medical dispatch is currently used by the company, a copy of the applicable protocols
	List of mutual aid agreements currently maintained by the company
	Copy of current protocol used by the company for the transfer of service requests to other companies under the above agreement(s)
	Description of the current quality assurance program of the company
	Five year history of violations of the OEMS Regulations
	Copy of current policy/procedures of the Contractor concerning complaints
	Certificates of Insurance <ul style="list-style-type: none"> • Workers' Compensation • Automobile liability • Comprehensive liability • Professional liability
	Letters of referral from financial institution(s) indicating Contractor's good-standing and borrowing limits.

	Illustrative example of type of record currently maintained by the Contractor for each service request
	As appropriate, the company shall indicate any changes in this Request for Proposals that it plans to make to provide service under the agreement.
	Detailed Plan for Training of Municipal Personnel
	Separate Sealed Price Proposal Packet which includes the Dispatch fee, in-kind services being offered (including training) and any other monetary offers the Contractor is making to the City

The information and documents provided may be subject to public disclosure under the provisions of state and federal law. However, an exception to such disclosure may be provided for information and documents that constitute ". . . trade secrets or are submitted to an agency by a commercial enterprise . . . which if disclosed would cause substantial injury to the competitive position of the . . ." company. A company may request such an exception by marking "Proprietary" on any information or documents that it believes satisfies the above criteria and by submitting the same separately from its response. However, the City shall retain the right to determine if any exception is warranted. Whenever the City determines that an exception is not warranted, it shall provide the company with an opportunity to modify or withdraw the information or documents.

INFORMATION FOR BIDDERS

SECTION 1 – INTRODUCTION

The Instructions to Bidders (“Instructions”) are intended to assist bidders in the preparation of bids, to call attention to legal requirements, and to set forth conditions upon which bids are submitted and received by the City of Gardner.

The award of the contract with respect to this invitation is governed by Chapter 30b of the Massachusetts General Laws (MGL). Certain provisions of the foregoing statute and of other applicable statutes are summarized in these Instructions. Whenever these Instructions or any other contract documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not assert to be complete or correct as summaries of any particular material, and shall in no respect supersede, expand or limit the rights and duties of the City or bidders in matters governed by the statute.

SECTION 2 – DEFINITIONS

The following definitions shall apply in these Instructions, Bidding Documents, and Contract Documents:

The “City” means the City of Gardner, Massachusetts.

The term “bidder” shall mean any individual, group, entity or business responding to the City’s procurement invitation.

The term “bidding documents” shall include the City’s bid package, including purchase descriptions, specifications, drawings, submission requirements, scope of work and all related documents, bidder’s submission, including any related documents, prices, deliverables or services promised, and any and all addenda issued prior to receipt of bids, which are all incorporated and shall be made a part of the Contract as written herein.

The terms “addenda” and “addendum” shall mean written documents and/or drawings issued by the City prior to execution of the contract which modify, correct, modify, explain or interpret the bidding documents.

The word “Contractor” means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.

“Contracting Officer” shall be interpreted as the Purchasing Agent of the City of Gardner.

“Firm Price” shall mean a guarantee against price increases during the life of the contract.

SECTION 3 – EXAMINATION OF BID DOCUMENTS; PRE-BID CONFERENCE

Before submitting a bid, the bidder must (a) thoroughly examine the Bid Documents; (b) fully examine and be acquainted with local conditions that may in any manner affect cost, progress or performance of the work identified in the specifications; (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work identified in the specifications; (d) study and carefully associate observations with the requirements of the Bid Documents.

Failure of bidder to visit the site and/or be acquainted with the Bid Documents and work site, or to attend pre-bid conference, if any, shall in no way relieve the bidder from any obligation with respect to this procurement invitation.

Each bidder shall promptly notify the Contracting Officer of any ambiguity, inconsistency or error discovered upon examination of the Bid Documents, site or local conditions.

The submission of a bid shall constitute a representation by the bidder that every requirement of the Bid Documents has been complied with, and that the Bid Documents are sufficient in scope and detail and convey understanding of all terms and conditions for the performance of the contract.

SECTION 4 – ADDENDA

All questions and requests for clarification or interpretation of the Bid Documents shall be in writing and addressed to the Contracting Officer, and to be given consideration shall be received at least five (5) days prior to the bid opening, or as specified in the bid documents.

Clarification or interpretation and any supplemental instructions, if issued, will be issued in the form of written Addenda. Each bidder shall be responsible for determining that all Addenda issued have been received, and failure of bidder to receive such Addendum shall not relieve bidder from any obligation under the bid as submitted.

The City will make every effort to issue Addenda not later than three days before the date fixed for the opening of bids.

All Addenda issued shall become part of the Bid Documents.

Oral clarification or interpretation will be of no legal effect. The City shall not be responsible for, and no bidder shall rely upon or use as the basis of claim against the City or the City's agent, any information, explanation or interpretation of the Bid Documents rendered in any fashion except as herein provided.

SECTION 5 – WAGE RATES

If applicable, minimum rates of wages for work performed under this contract shall be as predetermined by the State Department of Labor and Workforce Development, in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 27.

MGL Chapter 149 provides record-keeping requirements for contractors and subcontractors with respect to employees, hours and wages. Bidders' attention is called to MGL Chapter 149, Section 148 relating to weekly payment of wages.

SECTION 6 – SALES TAX

Purchases made by the City are exempt from Massachusetts Sales Tax in accordance with the provisions of MGL Chapter 64H, Section 6. Bidders shall not include any amounts for tax. A certificate of exemption, granted by the Massachusetts Department of Revenue, may be obtained from the City of Gardner.

SECTION 7 – PREPARATION AND SUBMISSION OF BIDS

~~Each bid shall be submitted upon the bid forms provided by the City of Gardner, copies of which are contained in the Bid Documents. Bid forms shall be submitted with the Bid Documents. All blank spaces shall be filled in, in ink or typewritten, in words or figures where applicable.~~

~~Where itemized lump sum or unit prices are called for, all such prices shall be provided by the bidder.~~

In the event of a discrepancy between prices written in words and prices written in figures, the written words shall govern. In the event of a discrepancy between the indicated sum of any column of figures and the correct sum thereof, the correct sum shall govern.

The bid shall state the legal name of the bidder and shall be signed in ink by the person or persons legally authorized to bind the bidder to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signatures.

Each bid and bid deposit (where applicable and described below) shall be submitted to the City at the place stated in the Bid Documents, in a sealed envelope bearing the name of the bidder, bidder's address, and the title of the project for which the bid is submitted. If submitted by mail, the sealed bid and deposit shall be enclosed in an envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Bid Documents.

Conditional bids will not be accepted.

SECTION 8 – RECEIPT OF BIDS

All bidders are cautioned to allow ample time for transmittal of bids. Bidders are solely responsible for delivery to and receipt by City of bids at the time and place stated in the Bid Documents. Bids received after the specified time or at a place other than the specified location will not be accepted or recognized. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.

Any bid may be withdrawn by the bidder by written notice received by the Contracting Officer at the address for receipt of bids specified in the Bid Documents, prior to the time scheduled for the opening of such bids.

No telephone or telegraphic bid, change in bid, or withdrawal of bid will be received or recognized.

A bid may be amended or modified only by withdrawing the bid and resubmitting another bid prior to the time for opening of bids.

No bid may be withdrawn for sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

~~Bids will be opened and read publicly at the place and time stated in the Bid Documents. Bidders and/or their authorized representatives are invited to be present.~~

~~SECTION 9 – BID DEPOSIT~~

~~Each bid must be accompanied by a bid deposit in the form of a bid bond, or certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company. The check must be made payable to "Bidder (insert bidder's name) OR the City of Gardner."~~

~~A bid bond shall be (a) in a form satisfactory to the City of Gardner; (b) with a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the City of Gardner; and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid.~~

~~The bid deposit shall be in the amount of five percent (5%) of the total value of the bid.~~

SECTION 10 – REJECTION OF BIDS

The City of Gardner shall reject every bid which does not conform to the statutory requirements or the Bid Documents.

The City of Gardner reserves the right to reject any and all general bids which contain erasures, alterations, conditions, additions, errors or irregularities of any kind, or which contains proposed prices for any class or item of work which are, in the judgment of the City, substantially less or more than the actual cost to complete the work; provided, however, that the City reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived.

SECTION 11 – AWARD OF CONTRACT

~~The contract will be awarded to the lowest responsible and eligible bidder complying with the conditions and requirements provided in the Bid Documents.~~

Award of the contract will be made within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after (1) the opening of bids or (2) the receipt by the City of any approvals necessary from federal or state agencies in connection with the project, whichever is later.

Successful bidder will be notified in writing that the bid has been accepted and awarded. The successful bidder shall execute the contract and furnish the required bonds and insurance certificates to the City within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation of the contract or notice that the contract is ready for execution.

If the bidder selected fails to execute the contract in accordance with the terms of the Bid Documents, and furnish bonds and insurance certificates, the award will be made to the next ~~lowest~~ responsible and eligible bidder.

SECTION 12 – DOCUMENTS TO BE FURNISHED WITH BID SUBMITTAL

Pursuant to MGL Section 49a, Chapter 62c, the contractor must certify that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes. A form is included with the Bid Documents.

Affidavit of compliance with laws relating to corporations, and evidence of corporate authority with respect to execution of contract documents on behalf of the contractor shall be provided with the bid.

The Bidder must certify that no official or employee of the City of Gardner has pecuniary interest in this proposal or contract, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

For Contracts in excess of \$100,000 the Contractor must file, as outlined in MGL C 30, Section 39R(c): a statement assuring that its system of auditing controls ensures management accountability and protection of assets; and a statement by a CPA that it has examined the statement of management and giving an opinion whether the representations of management are consistent with its system of controls and its financial statements.

SECTION 13 – DOCUMENTS TO BE FURNISHED UPON EXECUTION OF CONTRACT

13.1 LIABILITY AND PROPERTY DAMAGE INSURANCE

If the bid or proposal documents require insurance, Contractor shall purchase and maintain coverage with a company qualified to do business in Massachusetts in forms acceptable to the City and in adequate amounts as shall protect the Contractor, the City and its employees, agents, and officials. Coverage must be in place and remain in effect for: workers' compensation, comprehensive public and commercial general liability, owner's protective liability, and property damage, including products, completed operations, and contractual liability; automobile liability for protection of 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. This insurance shall be in limits specified by Law or in the bid specifications. In

no case shall the limits be less than: \$1,000,000 in bodily injury and property damages on account of any one person and \$1,000,000 on account of any one accident and \$1,000,000 in the aggregate; \$1,000,000 in automobile and truck liability, including hired vehicles, on account of any one person and \$1,000,000 on account of any one accident and \$1,000,000 for each occurrence for property damage liability. A Certificate of Insurance naming the City of Gardner as certificate holder shall be filed with the Purchasing Agent prior to commencement of any Contract's operations. The "Description" section shall contain the following sentence: "The City of Gardner is an additional insured under this policy." All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice of non-renewal, restrictive amendment, or cancellation of coverage to the City. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein. Failure to provide insurance as established above shall be considered a breach of Contract and grounds for termination of the Contract.

13.2 WORKERS COMPENSATION INSURANCE

Contractor shall furnish the City of Gardner with certificates showing that all employees who shall be connected with this work are protected under worker's compensation insurance policies.

City must be provided with Certificates of Insurance prior to execution of a Contract.

SECTION 14 – COMPETENCE

It is the intent of the City that this contract be awarded to a responsible bidder, able to provide the appropriate expertise and experience with this particular procedure, as specified. Submission of proposals lacking the appropriate required experience will be treated as incomplete and will not be considered.

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; and to request verification of any information or qualifications submitted as part of any offer to the City. Negative references may be grounds for rejection.

Contract will be awarded to responsible established bidders capable of performing the class of work contemplated. Before the awarding of the Contract, any bidder may be required to show the necessary facilities, experience, ability and financial resources are available to perform work in a satisfactory manner and within time stipulated. Bidders may be required to furnish statements as to experience and financial status. Bidder agrees to furnish in confidence such information as will enable judgment of the financial responsibility of the bidder and any listed subcontractors.

The City reserves the right to request site visits and demonstrations of existing Bidder operations.

The Bidder shall provide a list of clients for whom similar services are provided, indicating for each client the date services began and the responsible official and phone number for each contract.

SECTION 15 – PRICING, BRANDS AND ORDERS

~~Bidder must state the commercial name of the product quoted, name and address of operator or agent from whom the product will be purchased and shall furnish an analysis of the product, date of analysis, by whom and their address.~~

~~Prices quoted must be F.O.B. Delivered Destination—Gardner, MA. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid. 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. 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, the benefit of all such reductions will be extended to the City of Gardner.~~

~~Any delivery made or work performed without written order or Contract are at the risk of the Vendor and may result in an unforeseeable claim. Actual needs of the City shall govern the actual amount delivered under Contract.~~

~~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. 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. Subject to the provisions of MGL C 30, Section 39(j) or other applicable statute, approval shall be at the sole discretion of the City, 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 proper installation, handling, storage, adjustment or operation of their equipment shall be complied with and responsibility for the proper performance shall continue to rest with the vendor.~~

The Contractor shall indemnify and save harmless the City of Gardner 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.

~~Contractor 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 Seller.~~

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____

(Name of Corporation)

held on _____ at which all the Directors were present or waived notice, it was voted

(Date)

that _____

(Name)

(Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such

_____ under seal of the company, shall be valid and binding upon this company.

(Officer)

A TRUE COPY,

ATTEST: _____

(Signature/Title)

Place of

Business: _____

I hereby certify that I am the _____ of the _____

(Title)

(Name of Corporation)

that _____ is duly elected _____

(Officer, Name)

(Title)

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

Full Legal Name of Business

Telephone Number

State of Incorporation*

Principal Place of Business

Qualified in Massachusetts

Place of Business in Massachusetts

Signature

**If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.*

Subscribed and sworn to before me

(Corporate Seal)

If applicable (i.e., not necessary for sole proprietorships or partnerships)

this ____ day of _____, 20__

(Notary Seal)

Notary Public

My Commission Expires _____

CERTIFICATIONS

Statements below shall be duly dated and signed with an original signature or the Bid or Proposal will be rejected.

TAXES PAID: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that, to the best of my knowledge and belief, all Massachusetts State Tax Returns and all Massachusetts State Taxes required under law have been paid, and I have complied with the reporting of employees and contractors, and withholding and remitting of child support.

INDEMNIFICATION: The undersigned agrees to indemnify, pay on behalf of, defend, and hold harmless the City of Gardner and its officers, attorneys, employees and agents from any and all claims, demands, suits, actions, costs, liabilities, penalties, judgments, whatsoever, including reasonable attorney’s fees, which may be imposed upon, incurred by, or asserted against the City by reason of (a) any failure on the part of the Contractor to comply with any provision or term required to be performed or complied with by the Contractor under this Contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct or any person whomsoever other than the City of Gardner. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the City or counsel selected by an insurance company which has accepted liability for any such claim.

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. 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, water and wastewater bills in Massachusetts as required by Law.

Authorized Signature

CERTIFICATE OF NON-COLLUSION

MGL Chapter 40, Section 4B ½, Chapter 30, Section 39M and/or Chapter 30B, Section 10: Undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the work “person” shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

Authorized Signature

WARRANTIES/GUARANTEES

All prospective bidders on Items/Equipment/Services that carry Warranties and/or Guarantees shall include with their sealed bids a copy of the Warranties and/or Guarantees, as well as a copy of the Warranties and/or Guarantees on the items being bid, if applicable. Warranty starts after the date of acceptance by the using department. Please complete the following and specify if Warranty/Guarantee is for more than contractually required one-year period:

Authorized Signature



CITY OF GARDNER CONTRACT -AMBULANCE SERVICES

This agreement is made and entered into on this 1st day of June, 2018 by and between the City of Gardner, a municipal corporation and _____.

ARTICLE 1, DEFINITION: "Contract" as used herein shall mean these Articles and the Proposal Documents which include, but are not limited to, the instructions, the bid/quote/proposal, the specifications, the requirements, the contract terms and conditions, applicable addenda and all documents and forms submitted with the bid or proposal.

ARTICLE 2, DURATION: This Contract shall be in effect from June 1, 2018 to June 30, 2021.

ARTICLE 3, TERMS: The Contractor agrees to provide services in accordance with the Proposal attached for the contract stated above, which is incorporated herein and made part of this Contract.

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not a corporation, the heirs and estate of the Contractor).

ARTICLE 4, PAYMENT: The Contractor agrees to reimburse the City an Emergency Dispatch Fee of _____ dollars (\$_____) per transport to the City of Gardner on a monthly basis and by no later than the 15th of every month.

ARTICLE 5, CONFLICT: In the event there is a conflict between this Contract and the Specifications, the Specifications shall supersede the Contract.

ARTICLE 6, GOVERNING ORDINANCES AND LAWS: This Contract is made subject to all the laws of the Commonwealth of Massachusetts and ordinances of the City of Gardner. If any clause herein does not conform to such laws and ordinances, that clause and only that clause shall be void. The remainder of this contract shall be unaffected and the law or statute that is applicable shall be substituted.

This Contract, executed in three copies, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and endures to the benefit of the parties hereto, and may be made canceled, modified, or amended only by a written instrument executed by both the parties named herein.

IN WITNESS WHEREOF the parties have hereto and set their hands on the day and year written.

FOR CORPORATION

CITY OF GARDNER, by its Mayor

(Authorized Signature)

Mark P. Hawke

APPROVED AS TO FORM:

City Solicitor

PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.