

**Town of Ledyard**  
**Request for Proposals #2018-09**  
**Emergency Medical Services**  
Issued April 12, 2018

INSTRUCTIONS FOR PROPOSAL SUBMISSIONS

1. Submit proposals by Monday, May 7, 2018 at 2:00 PM. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date. The offers will be identified, by name only, at that time. All interested parties are invited to attend.
2. Proposals must include the RFP number and title, as well as return address, on the outside of the envelope and be addressed to:

Town of Ledyard  
c/o Marcia Hancock  
Director of Finance  
741 Colonel Ledyard Hwy  
Ledyard, CT 06339

Proposals will not be accepted via fax or e-mail

3. All questions pertaining to this RFP shall be submitted by email to [finance.director@ledyardct.org](mailto:finance.director@ledyardct.org) by April 30, 2018 at 5:00 PM. Responses will be provided on the Town's Website <http://ledyardct.org/88/Request-for-Proposals-Bids> by May 3, 2018 AT 5:00 PM.
4. It is the responsibility of the bidder to visit the Town's Website for all addenda.

## Introduction

The Town of Ledyard ("Town") requests proposals to provide full time emergency medical services ("EMS") and necessary dispatching to operate said service staffed twenty-four (24) hours per day, seven (7) days per week.

## Background

The Town has had a volunteer ambulance company to cover emergency EMS calls in the Town since 1972. The contract with the current provider is set to expire on June 30, 2018. The Town is seeking proposals for service. The Town has a population of 15,000+ and is 40 square miles.

### Approximate Payer Mix

- 52% Medicare
- 16% Medicaid
- 31% Insurances
- 1% Self Pay

Approximate Transports per year = 705

### Proposals must include:

- A brief history of the organization
- A listing of other Connecticut municipalities served
- Location of operation headquarters
- A list of any pending or resolved lawsuits in which the bidder was involved during the past five years and the results of those listed lawsuits. If the bidder has not been involved in any lawsuits please indicate.
- A statement identifying any potential conflict of Interest due to any other client, contracts, or property interest. Include a statement certifying that no member of the bidder's ownership, management, or staff has vested interest in any aspect or department of the Town or with anyone who contracts with the Town
- Evidence from the Connecticut Secretary of State that the bidder is in good standing and qualified to conduct business in the State of Connecticut
- A statement as to whether or not the bidder has been the subject of any disciplinary action by the State Department of Public Health as the licensing authority and, if it has been, describe that disciplinary action.
- Completed Bid Page (see page 5):
  - A guaranteed maximum price quote to provide licensed EMS services, per the specifications below, for Year 1
  - A guaranteed maximum price quote to provide licensed EMS services, per the specifications below, for Years 2-5, based on the first year's experience
  - A guaranteed maximum price quote for Years 6-10, and Years 11-15

- A guaranteed maximum price, above the base price, for services such as standby rates, CPR training courses, and similar for Years 1-5

### Specifications

The Agreement on Page 5 constitutes the specifications required by the Town and would be the Agreement between the Town and the prevailing bidder. Highlights of the specifications include but are not limited to the following:

- Contractor will provide ambulance(s) which must be stationed within the Town at a location designated by the Town.
- Contractor will provide BLS EMS service.
- Contractor will provide “move up” of ambulances when primary ambulance(s) are transporting patients.
- Contractor will respond to at least 98% of the dispatched calls for service within the Town.
- Contractor will provide stand-bys at police and fire events (working fires and police incidents).
- Contractor will provide stand-bys at Town sponsored and Board of Education designated events.
- Contractor will provide stand-bys during the Ledyard Fair.
- Contractor will provide stand-bys on scene when Ledyard Police serve search warrants.
- Contractor will provide EMS education to the public as required at Federal, State, and Local disaster drills.
- Contractor will provide rehabilitation and supplies on scene at working fires and emergencies at no cost to the Town.
- Contractor will have Town radio system equipment (400 UHF).
- Contractor must be licensed by the State of Connecticut Department of Health to provide BLS services; additionally, a license to provide ALS services is preferred.
- Contractor must be an active, legal entity with a business office located within the State of Connecticut and equipped with such radios, telephones and other necessary equipment and supplies for the proper operation of the ambulance service. Said office shall be open for business during regular business hours.
- Contractor will provide detailed monthly and annual reports showing response time (from call time to time on scene), number of calls, number of transports, number of non-transports, number of mutual aid calls and transports, number of BLS calls, and number of ALS calls.

### References

The proposal shall include at least three (3) references from municipalities that the Contractor has provided or currently provides a similar service to within the past three years. Provide the designated person's name, title, organization, address, telephone number, and the relationship with the designated person.

References may or may not be reviewed or contacted at the discretion of the Town. The Town reserves the right to contact references other than, and/or in addition to, those furnished by the respondent.

### Rights of The Town

The Town reserves the right to:

- Accept or reject any proposal(s) that do not meet the requirements listed above, or for any other reason in the best interests of the Town.
- Reject any or all proposals and to waive minor technicalities in the RFP. All such waivers will be at the sole discretion of the Town. The Town may reject without further consideration any respondent(s) whose proposal is lacking in critical information such that the Town cannot evaluate the proposal without requiring additional information.
- Negotiate with one or more bidders to reach the desired contractual outcome.
- Negotiate outside of the scope of the original RFP.
- Reject all proposals.
- Accept any bid that the Town deems is in the best interest of the Town.
- All costs associated with the submission of proposals including meetings and interviews will be borne by the respondent.

#### Selection Committee and Proposal Review Procedures

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The Town may arrange for a meeting with the submitting parties or entities to clarify any aspect of the proposals and to give each the opportunity to further establish their credentials. The selection committee has the responsibility to the Town to negotiate the most favorable cost, terms and conditions. The negotiating process may involve one or more RFP responses, and may continue until the actual award of the contract.

Bid Page

Guaranteed maximum price quote to provide licensed EMS services for Year 1:

\$ \_\_\_\_\_

Guaranteed maximum price to provide licensed EMS services for Years 2-5, based on the first year's experience:

\$ \_\_\_\_\_

Guaranteed maximum price for Years 6-10:

\$ \_\_\_\_\_

Guaranteed maximum price for Years 11-15:

\$ \_\_\_\_\_

Guaranteed maximum price, above the base price, for services such as standby rates, CPR training courses, and similar for Years 1-5:

\$ \_\_\_\_\_

Bid submitted by: \_\_\_\_\_ Title \_\_\_\_\_

Entity name: \_\_\_\_\_

Entity address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**SAMPLE**  
EMERGENCY MEDICAL SERVICES (EMS) AGREEMENT  
between the Town of Ledyard and \_\_\_\_\_

The party, \_\_\_\_\_, and the Town of Ledyard ("Town"), hereto do mutually agree as follows:

1. CONTRACT PRICE

The Contractor will bill directly all patients serviced within the Town. Subsidy payments made by the Town to the Contractor, if any, shall be made semi-annually. Such payments shall be considered as subsidy for the operation of the EMS service above the billing proceeds and shall not pertain to any other services that might be provided by the Contractor.

2. NON-ASSIGNMENT

The Contractor shall not assign or transfer this Agreement or any part hereof without the written consent of the Town. Such consent shall not be unreasonably withheld and, if given, shall not release the Contractor from any of its obligations and/or liabilities under this Agreement.

3. EARLY TERMINATION

Should the Contractor, during the term of this Agreement, be adjudged bankrupt or make general assignment for the benefit of its creditors or if a receiver should be appointed on account of insolvency, the Town may, without prejudice to any other right or remedy, terminate the Agreement and seek new proposals.

Written notice of any breach of this Agreement prior to the expiration of the term stated, but only in the event that a breach has gone uncured. Written notice of any breach shall be given to the breaching party within seven (7) days of the discovery of such breach. The breaching party shall have thirty (30) working days in which to address an alleged breach.

If the breach is not cured within that period, the party giving notice may give further notice that it considers the Agreement to be terminated.

Should the Town and the Contractor come to a mutual agreement for a Regional Service Plan either party may request an early termination /renegotiation of the existing terms.

Upon termination of the contract, Contractor agrees to voluntarily relinquish the Primary Service Area Responders (PSAR) designation for Ledyard.

4. STATUS OF CONTRACTOR

All work performed, services provided, and business conducted by the Contractor pursuant to this Agreement is as an independent Contractor and this Agreement does not constitute a contract of employment, partnership, or agency. The parties stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other.

The Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the type and amount of equipment and staffing needed, the general and local conditions, and all other matters that may in anyway affect its performance of the Agreement.

No verbal agreement or conversation with any officer, employee, or agent, before or after the execution of this Agreement, shall affect or modify any of the terms of this Agreement.

## 5. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall provide full time emergency medical service (EMS) and necessary dispatching and shall operate said service twenty-four (24) hours per day, seven (7) days per week. Said service shall include, but not be limited to, the following:

- a. Housing a licensed basic life support (BLS) ambulance, in good condition no more than five (5) model years old, equipped as required by law and all applicable regulations, within the Town at the location so specified by the Town twenty-four (24) hours per day, seven (7) days per week, which shall be staffed by a minimum of two (2) EMT's per ambulance, certified as required by law and regulation. Additional certified personnel shall be readily available to enable the Contractor to respond with additional "move up" equipment and staff in a timely manner as needed.
- b. The first due ambulance shall arrive at any incident scene within ten (10) minutes from the time of dispatch ninety five percent (95%) of the time for in-station responses, and fifteen (15) minutes ninety percent (90%) of the time for all out-of-station or second unit-dispatched calls for service.
- c. Ambulance response and stand-by at fires or other emergency incidents as requested by the Town Fire/Rescue Services or the Ledyard Police Department shall be at no cost to the Town. There shall be no time limitations or restrictions to the number of personnel or units required to provide this service, or to the number of times this service is provided during the period of this Agreement.

Should the nature of the event extend beyond the jurisdictional authority of the Town , the Contractor reserves the right to seek financial compensation accordingly.

Emergency on-scene treatment of any duly authorized Town emergency personnel shall be at no cost to the Town or the injured party.

This treatment shall include any and all equipment and supplies necessary for on-scene treatment of injuries and/or illness sustained in the performance of duties and shall include the administration of oxygen when indicated.

The Contractor agrees to provide a minimum of one (1) ambulance for stand-by at every Town-sponsored public event and to provide additional personnel and equipment to provide appropriate coverage for any Town-sponsored event requiring any additional coverage as required by law or regulation. The Administrator of Emergency Services may request additional standby resources to be supplied by the Contractor at no cost to the Town. Additional standby ambulance requirement is limited to no more than forty (40) standby unit hours in any one (1) calendar year. Additional standby unit hours will be billed at the Contractor normal hourly rate with a two (2) hour minimum charge. This charge shall be quoted in the proposal.

Full compliance with all applicable federal, state, and local laws and regulations; and all regulations, policies, and procedures of the Town's Emergency Services.

- d. Federally licensed two-way radio equipment on each vehicle and at a fixed base station. All equipment shall be maintained in good condition. All radio equipment must be compatible with the Town's radio system.
- e. A business office located within the State of Connecticut and equipped with such radios, telephones, and other necessary equipment and supplies for the proper operation of the ambulance service, and shall be open for business during regular business hours.
- f. Contractor agrees to make available to the Town at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment, any of the records relating to costs or pricing for the contract for inspection by any authorized representative of the Town.
- g. The Contractor agrees that the Town Fire/Rescue Services has exclusive management authority for all incidents to which it is assigned. The Contractor further agrees that its employees and agents shall cooperate fully with the Fire/Rescue Services in all matters regarding incident management, and shall work within the established Incident Command System of the Department.
- h. The Contractor agrees to provide: (1) monthly statistical reports summarizing the response activity of the previous month; and (2) quarterly narrative reports, both as agreed to by both parties. Reports shall be sent to the Town Administrator of Emergency Services.
- i. The Contractor agrees to make available Public EMS education at events.

#### 6. RESPONSIBILITIES OF THE TOWN

The Town agrees to the following:

- a. Provide fire and/or police services as needed for assistance with those ambulance calls that require services including but not limited to rescue, extrication, traffic control, and protection of EMS providers.
- b. The Town shall provide the Contractor with a copy of all applicable policies and procedures of the Town's Fire/Rescue Services.
- c. Allow Contractor to provide assistance to all other emergency medical service providers that provide ambulance service to the Town in the event that such assistance is necessary (e.g., through mutual aid request, where another ambulance service may be unable to respond to its assigned service area).
- d. To submit any event plans required by applicable laws and regulations and to notify the Contractor at least fourteen (14) days in advance of any Town-sponsored events.

#### 7. CHARGES TO THOSE SERVED

- a. The Contractor shall bill in accordance with the State of Connecticut fee schedule and retain all fees collected.
- b. The Contractor shall accept the assigned insurance payment as payment in full by those with insurance.
- c. The Contractor shall not refuse emergency services to any person in the Town based on ability to pay.

## 8. PROTECTION OF THE TOWN

- a. The Contractor shall indemnify and hold harmless the Town from any and all suits or actions of any and/or every kind and description brought against the Town or any of its officers, employees, or agents, and also from damages and costs to which it, they, or any of them, may, by reason of injury to a person or property of any other, resulting from the performance of the Contractor's obligations under this Agreement.
- b. In addition, the Contractor shall carry an insurance policy providing complete third party comprehensive bodily injury and property damage insurance, limits which shall not be less than \$1,000,000 for bodily injury and \$1,000,000 for property damage, per occurrence. The Contractor also shall carry 2,000,000 in Professional liability and Malpractice insurance, and Workers Compensation coverage at levels required by the State of Connecticut. The Contractor shall furnish the proper certifications of insurance coverage, including an executed copy of the policy, to the Town before the effective date of this agreement and a certificate of current insurance periodically thereafter. The Town shall be named as an additional insured on the Contractor's insurance policy. If insurance coverage is terminated the Contractor will immediately notify the Mayor's office.
- c. The successful Contractor shall provide a certificate of licensure to provide BLS Emergency Medical Services within the State of Connecticut, and shall provide the same for ALS if applicable.
- d. Upon termination of the contract, Contractor agrees to voluntarily relinquish the Primary Service Area Responders (PSAR) designation for Ledyard.

## 9. CALLS FOR AMBULANCE SERVICE

All emergency and non-emergency calls within or made by the Town for ambulance service except mass casualty events or in accordance with agreed procedure for multiple needs/incidents, shall be referred to the Contractor.

When calls are received by the Ledyard Emergency Communications Center and/or the police or fire departments, said calls shall be first dispatched to the Contractor.

Dispatch procedures shall follow all applicable laws and regulations, and a copy of which shall be provided to the Ledyard Emergency Communications Center.

## 10. VIOLATION

Any violation of the terms of the Agreement may result in the withholding of subsidy payments until the conditions that created the violation have been corrected to the satisfaction of the Town.

## 11. DISCRIMINATION

The parties hereto agree not to discriminate against any person in need of ambulance service for any reason whatsoever. Such discrimination shall include, but not be limited to, medical reasons, financial, ethnic, racial, religious, and all other forms of discrimination.

## 12. OTHER PROVISIONS

Nothing in this Agreement shall prohibit the Town Fire/Rescue Services, the Ledyard Police Department, or any other agency of the Town from actively engaging in the delivery of R-1 emergency medical services to persons within the Town.

This Agreement recognizes the Contractor as the primary provider of basic ambulance services for the Town, and agrees that the Town may, at any time, take whatever action necessary to carry out its mission of public safety.

The Town reserves the right to interview Contractors prior to awarding a contract. The Town intends to negotiate and award a contract no later than the June 4, 2018 Town Council meeting. The planned effective date of this award and start of service, will be July 1, 2018. This date may be affected by OEMS or other forces outside of the Town's control.

### 13. APPLICABLE LAW

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Connecticut.

