

**TOWN OF PLAISTOW, NH**  
**145 Main St, Plaistow, NH 03865**



## **Request for Sealed Proposals**

PARAMEDIC LEVEL AMBULANCE TRANSPORT SERVICE

**RFP No. TOPFD 2023-01**

**August 8<sup>th</sup>, 2023**



# TOWN OF PLAISTOW

## Fire Department



27 Elm Street  
Plaistow, NH 03865

Phone: (603) 382-5012  
Fax: (603) 382-7913

Chris Knutsen  
Fire Chief

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### **SECTION 1: NOTICE TO PROPOSERS**

The Town of Plaistow, NH, will receive sealed proposals for a **Paramedic Level Ambulance Transport Service** at the Town Offices, 145 Main St, Plaistow, NH 03865 until 2:00 pm on August 31<sup>st</sup>, 2023.

An original *and* two (2) copies of the Proposals shall be submitted in sealed envelopes, shall include on the face of the envelope the name, address, and telephone contact of the Proposer, and shall clearly be marked **“Paramedic Level Ambulance Transport Service, Attention Chris Knutsen, Plaistow Fire Chief.”**

All timely proposals will be opened and read aloud on Thursday, August 31<sup>st</sup>, 2023, at 2:00 pm, 145 Main Street, 2<sup>nd</sup> floor, Plaistow, NH 03865.

No proposal may be withdrawn after it is filed unless the Submitter makes a request in writing to the Town prior to the time and date set for the opening of proposals or unless the Town fails to award or issue a notice of intent to award a Contract within sixty (60) days after the date and time set for opening proposals.

The Fire Chief will submit a list of all qualified proposals, along with his recommendation to the Town Manager for approval to negotiate and enter into a final contract or reject all of the proposals. The Town of Plaistow reserves the right to reject any and all proposals.

### **SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

The Town of Plaistow is seeking a vendor to provide one (1) full-time staffed paramedic level and equipped 911 response/transport ambulance to service the town, 24 hours a day, 365 days a year for a one-year contract.

The proposal shall include the TOTAL cost of the contract, NOT including off-setting fees collected from insurance claims. Therefore, projected revenue from insurance claims shall not be included in the total cost of the contract for the purposes of this proposal. Once and if a successful bidder is awarded, projected revenue will then be negotiated for the final contract amount.

The Town of Plaistow is located on the southern New Hampshire border in Rockingham County, about 30 miles north of Boston, MA, and 12 miles west of the coastline. The town is home to an elementary, regional middle, and regional high school. There are approximately 7,800 permanent residents. According to the American Community Survey (2017-2021) the median age is 44.3 years and there are 2,507 residents over the age of 55.

The three-year call for service average is approximately 950 per year with around 600 transports accruing annually.



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### **SECTION 3: DEFINITIONS**

#### **301: Words and Terms**

**Advanced Emergency Medical Technician (AEMT).** Means a person who has successfully completed an “AEMT” training course, has qualified by examinations to perform pre-hospital emergency patient care, and is to provide basic and limited advanced emergency medical care under medical directions, pre-hospital and during transportation for critical emergent and non-emergent patients, who access the EMS system.

**ALS First Responder.** Any vehicle not normally used for purposes of patient transport, and which must meet the following requirements: 1) be staffed with a minimum of a paramedic; and 2) equipped with the required communications and ALS equipment that will meet or exceed state equipment regulations.

**Advanced Life Support (ALS).** Means the treatment of life-threatening medical emergencies by authorized emergency medical technician-paramedics under medical control, pursuant to the laws of State, or the provision of such treatment by other qualified and licensed medical or nursing personnel.

**Ambulance.** Any vehicle permitted by the Contractor and The Town which is equipped to provide advanced or basic life support, which is designed, constructed, maintained, equipped, or operated for, and is used for or intended to be used for the transportation of patients.

**Applicable Law.** Any law, statute, rule, regulation, requirement, decision, opinion, judgment, or order of any federal, state, or local governmental entity, including courts, which is or may become applicable to the Agreement, operations, the Contractor, or the Town.

**Arrival at Incident Location.** Means the time an ALS ambulance crew or ALS first responder notifies the Dispatch Center that the ambulance or ALS first responder has arrived at its parking position at the scene of an incident (the entrance to a specific apartment building, not merely the entrance to the apartment complex in general; or an actual accident scene—not merely an approach location within sight of the accident scene).

In situations when the ambulance or ALS first responder has responded to a location other than the scene (e.g. staging areas for hazardous material, violent crimes incidents, or non-secured scenes), arrival “at the incident location” shall be the time the ambulance or ALS first responder arrives at the designated staging location. If an ambulance or ALS first responder unit fails to report that it has arrived at the incident location prior to the crew departing the unit, the response time clock shall not be stopped until the time of the next communication between the ambulance and the dispatch center.

**Basic Life Support (BLS).** Means the treatment of life-threatening medical emergencies by an emergency medical technician or other qualified and licensed medical and nursing personnel qualified through the use of such techniques as patient assessment basic cardiopulmonary resuscitation, splinting, obstetrical assistance, bandaging, administration of oxygen, and other techniques described in the Basic/Advanced Emergency Medical Technician curriculum or otherwise approved by the State pursuant to the law of the State.

**CAD.** Computer aided dispatch.



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**Change in Applicable Law.** Change in applicable law shall include any of the following events or conditions:

a. The adoption, promulgation, issuance, modification or change in an administrative or judicial interpretation, on or after the Contract date, of applicable law, including any federal, state or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, or ruling was on or prior to the Contract date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency, or governmental official having jurisdiction; or

b. The order or judgment of any federal, state or local court, the administrative agency or governmental officer or body, on or after the Contract date which is or becomes applicable to the Contract, operations, the Contractor or the Town, to the extent such order or judgment is not the result of willful or negligent action or lack of reasonable diligence of the Contractor or of the Town, whichever is asserting the occurrence of a change in applicable law; provided that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action or lack of reasonable diligence; or,

c. The denial of an application for or renewal of, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new condition or modification of a previous condition in connection with the issuance, renewal or failure to issuance or renewal, on or after the Contract date, of any governmental permit, license, consent, certificate of need, authorization or approval, which is or becomes applicable to the Contract, operations, the Contractor or the Town, which shall include without limitation the imposition of standards or limitations which impose requirements more stringent than those previously applicable to the Contract, operations, the Contractor or the Town, to the extent that such denial, delay, suspension, termination, interruption, imposition, modification or failure is not the result of a material breach of the Contract, willful or negligent action or lack of reasonable diligence of the Contractor or of the Town, whichever is asserting the occurrence of a change in applicable law; provided that the contesting in good faith or failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action or lack of reasonable diligence.

**Contractor.** Means the vendor providing the ambulance service, including the Contractor's successors.

**County.** Rockingham County, a geographic and political subdivision of the State of New Hampshire.

**Dedicated Special Events Coverage.** Means the posting of an ALS ambulance at a location of a scheduled special event within the Town.

**Demised Persons.** Any person who is determined to be deceased by an employee of the Contractor, the Medical Examiner for the County, or other qualified medical personnel.

**Direct Damages.** Compensation for actual, tangible expenses, "out of pocket" payments, and other direct losses, excluding attorney's fees, which have been directly sustained or incurred by a party because of a material breach of the Contract by the other party. Direct damages shall be offset by any insurance recoveries





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attributable to such losses, but shall not be offset by other collateral sources of indemnification in favor of the aggrieved party. For purposes of the Contract, the term “direct damages” shall also be deemed to include, where sought on account of a party's material breach, equitable relief, including actions for specific performance, restraining orders and injunctions.

**Dispatch Determinant.** The level of concern for a medical response using the answers to key questions and additional information obtained by the EMD Dispatcher. There are six dispatch determinant categories

*Echo – Highest level response for a life-threatening complaint*

*Delta – Life threatening complaint*

*Charlie – Serious but not life-threatening complaint*

*Bravo – Serious but not life-threatening complaint*

*Alpha – Non-Serious or not life-threatening complaint*

*Omega – Lowest level response for non-serious or not life-threatening complaint*

**E-911 Dispatch System.** Emergency Communications District which receives all requests for emergency medical services, fire service, and law enforcement for the given jurisdiction.

**EMS.** Means Emergency Medical Services.

**Emergency Request.** A request for emergency services received at dispatch or a request for emergency services transferred from the E-911 System to the Contractor.

**Emergency Services.** The delivery of emergency medical services, including without limitation the response to calls for emergency medical assistance, the rendering of such levels of medical services as are required by applicable law, including emergency medical treatment rendered by employees of the Contractor who are trained as EMT/AEMT'S and paramedics.

**Emergency Transport.** Is the transport of a patient in an ALS ambulance resulting from (1) a response to an emergency request, or (2) a response to a non-emergency request which results in a need for emergency services.

**Force Majeure.** Any change in applicable law or any other act, failure, or refusal to act, or an event, occurrence or condition, or any combination of the foregoing, which causes performance of the Contract to be impossible or economically unreasonable; such act, failure or refusal to act, event, occurrence or condition may include an act of God, or terrorism.

However, force majeure shall not include an act, failure, or refusal to act, event, occurrence or condition which, either in whole or in part:

- a. Is the result of a labor strike, stoppage, slowdown, or other labor related problem caused by employees either of the Contractor or an affiliate; or
- b. Is the result of a change in the federal revenue income tax laws; or
- c. Is or was reasonably within the control of, reasonably could have been permitted by, or was caused by the negligence, misfeasance or malfeasance of the party claiming force majeure.



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**Request for Proposal (RFP).** The document issued by the Town requesting detailed proposals to provide the services described in the RFP and the Contract.

**Material Breach of the Contract.** A material failure or refusal by either party to perform its respective duties and obligations required by the Contract and applicable law, which causes substantial harm to the non-breaching party.

**Medical Priority Dispatch System.** A way of categorizing and prioritizing EMS Incidents using CAD and ProQA software.

**Modification.** A written amendment to the Contract, executed by the Contractor and the Town.

**Non-Emergency Transports.** Requested medical transport of patient(s), or unscheduled transports, not meeting the definition of emergency transport of patient(s).

**Paramedic.** A person who is certified by the State to perform basic and advanced life support procedures, pursuant to the provisions of Department Regulations.

**Party.** The Contractor or the Town.

**Patient.** An individual who is ill, sick, injured, wounded, or otherwise incapacitated, and is in need of, or is at risk of needing, medical attention or care on scene and/or during transport to or from a health care facility.

**Performance Damages.** Means any damages stemming from any breach of Contract by the Contractor, other than Response Damages.

**Response.** Means the act of responding to an emergency or a non-emergency request, which begins with the dispatching of an ambulance and, (1) in the case of a request resulting in a patient being transported, ends with the ambulance's arrival at the incident location, or (2) in the case of a request which does not result in a patient transported, ends with cancellation of the ambulance responding to the request.

**Response Time.** That period of time when the Contractor is notified of a pending emergency request, until arrival at the incident location, canceled, or has arrived at a nearby staging designation.

**State.** Means the State of New Hampshire.

**Town.** The Town of Plaistow.



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### **SECTION 4: DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

#### **401: General Duty**

- a. Beginning on 03/01/2024 at 00:00:01 hours and continuing for the term of the Contract (12-months), the Contractor shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to and transport from all emergency and non-emergency calls referred to the Contractor by the local dispatch center. In responding to emergency requests, the Contractor shall satisfy the response time requirements set forth in Section 406.
- b. The Contractor is to have personnel located within their own dispatch center in order to facilitate all emergency and non-emergency calls and the deployment of ambulances. The Contractor is to be responsible for all associated expenses of having onsite operations within their dispatch center.
- c. The Contractor shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and Rules and Regulations for conducting services described herein.
- d. The Contractor shall accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.
- e. The Contractor shall be responsible for billing medical services and be allowed to keep all fees collected. Fees for services shall not exceed the following matrix:
  1. ALS: \$2,200
  2. BLS: \$1,800
  3. Mileage: \$45 per mile
  4. No Charge for patient refusals or cancelled calls for service
- f. The Contractor shall provide a standby ALS ambulance for standby upon request of the Town to include Fire and Law Enforcement scenes, when requested, and dedicated special events.
- g. Subject to the Contractor's reasonable policies and procedures regarding same, the Contractor shall permit paramedic and emergency medical technician trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the State. The Contractor's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.





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- h. The Contractor shall comply with all Local Emergency Operation Plans for the Town, or successor plans adopted and approved by the Town, or the New Hampshire Department of Safety, Division of Homeland Security & Emergency Management whenever the provisions or such plan or plans are in effect. The Contractor further agrees to participate in at least one (1) community disaster drill per calendar year, as directed by the Town, or New Hampshire Department of Safety, Division of Homeland Security & Emergency Management.
- i. The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

### 402: Transport

- a. The Contractor shall provide emergency services from the scene to the appropriate health facility or other location for all persons in the Town, regardless of ability to pay.
- b. The Contractor shall transport the patient to the patient's choice of hospital as long as that hospital is within a 20-mile driving distance and there is not a medical/trauma reason to change the destination.
- c. The Town may choose to transport patients who are critical and/or the response time for the contractor will exceed the 8-minute performance standard. When the Town transports, the response time standard will stop for the contractor when the transportation time starts. The Contractor shall be responsible for penalties exceeding the 8-minute performance standard up to the transport time.

### 403: Communication Equipment

- a. The Contractor shall, at its sole expense, install in all units, radio communication equipment capable of communicating with the contractor's dispatch center on the contractor's own assigned channel.
- b. The Contractor shall, at its sole expense, assign portable radios to the EMS crew on the ambulance, capable of transmitting and receiving on the frequencies that the Town utilizes for primary, secondary, and scene communication.
- c. The Contractor shall, at its sole expense, install in all units, radio communication equipment capable of transmitting and receiving on the frequencies that the Town utilizes for primary, secondary, and scene communication.
- d. The Contractor shall, at its sole expense, install in all units, radio communication equipment capable of transmitting and receiving on the frequencies that the area hospitals utilize for communication.
- e. The Contractor shall allow New Hampshire E-911 to install a computer screen and all necessary equipment to receive ProQA data for EMD Pending calls for service in the Contractors dispatch center.



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### 404: Notification

- a. The Contractor shall notify the Plaistow Dispatch Center and Plaistow Fire Chief immediately whenever the following occurs:
  1. Any vehicle accidents involving a Contractor's vehicle;
  2. Any property damage involving a Contractor's vehicle;
  3. When the ambulance is out-of-service for any reason
- b. The Contractor shall notify the Plaistow Fire Chief anytime a complaint has been made against the contractor's service or any of their employees. This notification shall include a plan of how the situation will be mitigated.

### 405: Available Ambulances and Staffing

- a. The Contractor shall, at all times under this proposal, make available not less than one ambulance for an emergency response. It is understood that when this one ambulance is committed to a call for service or standby, the contractor has satisfied the ambulance requirement.
- b. The first position on the ambulance shall be staffed, at all times, with at least one New Hampshire licensed paramedic care provider. This position shall be filled with "full-time" employees. Part-time or per-diem staff can be used to fill in paid time off or backfill for training for this position.
- c. The second position on the ambulance shall be staffed, at all times, with at least one New Hampshire licensed EMT-Basic, EMT-Advanced or Paramedic level provider. This position shall be filled with "full-time" employees. Part-time or per-diem staff can be used to fill in paid time off or backfill for training for this position.

### 406: Response Time Standards

- a. As used herein, the term emergency request shall include any response by the Contractor on a Charlie, Delta, or Echo Level request as called into the Contractor's communication center, including responses (1) resulting in transportation of patient(s), (2) resulting in no services being rendered, and (3) the emergency request is cancelled after the lapse of the contracted response time 8 minutes. In each thirty (30) day period, (beginning on the first day of each month) and commencing on the first day of operations, not less than ninety percent (90%)
  1. Response time standards for Alpha, Bravo, and Omega level requests will not be monitored for performance.
- b. If, in each thirty (30) day period, the Contractor fails to respond to emergency requests within the applicable performance requirement, as set forth above, it shall pay response damages set forth in Sections 703 and 704.
- c. Response time exemptions. It is understood that on occasion unusual factors beyond the Contractor's control affect the achievement of the required response time standards. For purposes of determining



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the Contractor's compliance with the response time standards as set forth herein, and for calculating damages in Sections 703 and 704, every request for ambulance service shall be counted except as follows:

1. Requests which are cancelled prior to the Contractor's arrival.
2. During a period of severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel or the public than would result from a delayed response.
3. The request for service is outside the Town's jurisdiction.
4. The ambulance is already committed to a call for service.
5. The ambulance is returning from a hospital following a transport.
6. The response time for an emergency request may also be excluded when the Plaistow Fire Chief determines there is other good cause for an exception. The grounds for the exception must have been a substantial factor in producing the particular response time, and the Contractor must have made a good faith effort to comply with the appropriate standard. Such grounds include, but are not limited to, the transmission of erroneous, incomplete, or inaccurate information from the dispatcher centers.

- d. The response time clock shall begin once (1) Concord E-911 sends the ProQA data for a "EMD Pending" to the Contractors dispatch center computer (2) The requesting Town's dispatch center notifies the Contractor's dispatch center. Whichever time is earlier will be used.
- e. The response time clock shall stop once the responding ambulance notifies the Town's dispatch center that they have (1) arrived in staging or (2) arrived at the scene.

### **407: Ambulance Specifications**

- a. All maintenance and repair records and inventory records shall be available for inspection by the Plaistow Fire Chief.
- b. The ambulance shall conform to the State Rules and Regulations.
- c. Equipment shall be available to allow the ambulance to travel in inclement weather conditions, including snow or ice.
- d. The ambulance shall permanently display the name or other suitable corporate identification or logo on the outside of the vehicle along with that vehicle's identification number.
- e. Any ambulance used by the Contractor for transporting of patients shall conform to all standards as promulgated and defined by the State and all rules and regulations promulgated and set forth in the Ordinance.
- f. All ambulances shall be staffed with at least one paramedic and equipped with all the necessary BLS/ALS equipment to include but not limited to (1) 12-lead EKG transmission to hospitals (2)



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Mechanical Ventilator with BiPAP capabilities (3) Waveform Capnography (4) at least one IV pump (5) a stair chair.

### 408: Personnel

- a. The Contractor understands that the EMS System requires professional and courteous conduct at all times from Contractor's field personnel, communications personnel, middle management, and top executives. The Contractor shall employ highly trained paramedics, EMTs, AEMT's and support staff to provide patient care and to operate Contractor's vehicles and equipment. Each EMT/AEMT and paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient.
- b. Personnel shall wear a uniform that clearly identifies the individual's name, level of EMS certification, and company logo. The wearing of someone else's uniform or name badge is strictly prohibited.
- c. Each Paramedic will obtain and maintain certification or licensing as follows:
  1. Appropriate state issued driver's license;
  2. New Hampshire issued Paramedic license;
  3. CPR card;
  4. Advanced Cardiac Life Support (ACLS);
  5. Pre-hospital Pediatric Life Support or Pediatric Advanced Life Support (PALS);
  6. Pre-hospital Trauma Life Support (PHTLS) or the advanced level of International Trauma Life Support (ITLS);
  7. Tactical Combat Casualty Care (TCCC) or Rescue Task Force (RTF) response
- d. Each EMT-Basic or EMT-Advanced will obtain and maintain certification or licensing as follows:
  1. Appropriate state issued driver's license;
  2. New Hampshire issued EMT/AEMT license
  3. CPR card
  4. Pre-hospital Trauma Life Support (PHTLS) or the advanced level of International Trauma Life Support (ITLS)
  5. Tactical Combat Casualty Care (TCCC) or Rescue Task Force (RTF) response
- e. The Contractor shall utilize reasonable work schedules, shift assignments, and provide working conditions that assists in attracting and retaining highly qualified personnel. The Contractor shall utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent which might impair judgment, motor skills, or maintain a positive attitude.
- f. The Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and communications center personnel.



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### **409: Quality Improvement Program**

- a. The Contractor shall develop and implement a comprehensive quality improvement program for the EMS System. This program shall include a committee consisting of stakeholders within the EMS System and the Town. The stakeholders include, but are not limited to, representatives from the Town, resource hospital, dispatch centers, and the Contractor. These stakeholders shall have the opportunity to meet at least quarterly. Quality Improvement summary reports shall be electronically delivered to the Plaistow Fire Chief on a monthly basis.

### **410: First Responders**

- a. The Contractor shall cooperate and coordinate its activities and services with First Responders for the purpose of ensuring quality patient care.

### **411: Replacement of Equipment**

- a. The Contractor shall replace disposable equipment that is used during a call by the Plaistow Fire Department on a one for one basis. If the situation permits, this exchange shall occur on the scene. If time does not allow, the contractor shall arrange the delivery of equipment to the Town. There shall be no additional cost associated with the replacement of disposable equipment.

### **412: Ambulance Housing**

- a. The Contractor, at its sole expense, will house the ambulance and staff inside the Town of Plaistow.

## **SECTION 5: THE TOWN DUTIES AND RESPONSIBILITIES**

### **501: General Duties**

- a. The Town shall monitor the response time performance pursuant to the requirements of and upon the intervals set forth in Section 406.

## **SECTION 6: INSURANCE AND INDEMNIFICATION**

### **601: Minimum Insurance Requirements**

- a. On or before 03/01/2024, the Contractor shall obtain and provide certain insurance coverage by insurers duly licensed and authorized to operate in the State of New Hampshire. The Contractor shall provide the following insurance coverage and maintain such coverage during the contract period:
  1. Automobile liability, combined single limit, in the amount of \$2,000,000.
  2. General liability in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate.
  3. Medical professional liability claims made in the amount of \$1,000,000 per occurrence \$3,000,000 aggregate.
  4. Worker's compensation in the amount of the statutory limits plus \$1,000,000 employers' liability, Part B Workers' Compensation.
  5. Excess liability coverage in the amount of \$10,000,000.
- b. The Contractor shall have the Town named as additional insured per the insurance policy.





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- c. Complete copies of the Contractor's required insurance policy shall be delivered to or otherwise made available for inspection by the Town within ten (10) days after being received by the Contractor. The Contractor shall maintain required insurance in full force and effect for the term of the Contract.

### **602: Indemnification**

- a. The Contractor shall indemnify, defend, save and hold harmless the Town, its officers, agents, representatives, and employees from any and all suits, claims, demands, liabilities, penalties, expenses, judgments, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by the Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of the Contractor, its subcontractors, suppliers, agents, or employees.
- b. It is not the intention of the parties that the Contractor shall indemnify the Town against the Town's own negligence or the negligence of the Town's employees, officers, volunteers or agents.

## **SECTION 7: PAYMENT AND OTHER FINANCIAL PROVISIONS**

### **701: Payment**

- a. The Town shall submit claims for damages on a monthly basis pursuant to Section 703 and 704.
- b. LD = Lame Duck. The Town shall submit one claim for damages at the time of breach of contract pursuant to Section 705.

### **702: Reserved**

### **703: Response Time Damages**

- a. In each thirty (30) day period (beginning on the first day of each month, and commencing on the first day of operations, not less than ninety percent (90%) of the Contractor's responses (notification to arrival at scene/staging) to emergency requests shall be performed in less than 8 minutes as set forth in Section 406.
- b. Failure of the Contractor to meet response time requirements will result in a penalty levied against the contractor. A penalty letter from the Town will be sent to the Contractor and must be paid to the town within 15 days of the date of the penalty letter. If the penalty is not paid within 15 days, the payment will double with further actions taken.



# TOWN OF PLAISTOW

## Fire Department



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Plaistow, NH 03865

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Chris Knutsen  
Fire Chief

Percentage of responses  
to emergency requests which  
satisfy response requirements:

Damages per 30-day period  
(damages are cumulative)

90% or greater	\$ 0.00
89.0% to 90.0%	\$1,000.00 per one (1) percent
88.0% to 88.9%	\$2,000.00 per one (1) percent
87.0% to 87.9%	\$3,000.00 per one (1) percent
86.0% to 86.9%	\$4,000.00 per one (1) percent
85.9% or below	\$5,000.00 per one (1) percent

#### 704: Ambulance Availability Damages

- a. The Contractor's failure to provide the available ambulance as required in Section 405 will result in performance damages to be assessed per emergency request as follows:

Ambulance availability level

Damages (not cumulative)

Level 0 (request pending)

\$1,000

Level 0 (FD/mutual aid transports)

\$2,500 per emergency

- b. These damages are exempted when the ambulance has already been committed to a call for service or outside the service area returning from a hospital transport.

#### 705: Lame Duck / Breach of Contract Damages

- a. Should the Contractor not succeed itself at the end of the term of the contract, the Town shall depend upon the Contractor to continue to provide all services required under the contract until the successor contractor assumes service responsibilities. Under these circumstances, the Contractor will, for the remaining term of the contract, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of the contract throughout any such lame duck period, the following shall apply:
- The Contractor shall make no changes in methods of operation, which could reasonably be considered to be aimed at cutting the Contractor's service below that required by the contract in order to maximize profits during such lame duck period.
  - The Contractor shall continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent contract to the successor contractor, including, but not limited to, compliance with the provisions related to the qualifications of key personnel.



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3. The Contractor shall not penalize or bring personal hardship to bear upon any of its employees who may apply for work on a contingent basis with a competing bidder and shall allow without penalty its employees to sign contingent employment agreements with competing bidders at the employees' discretion. The Contractor may, however, prohibit its employees from assisting competing bidders in preparing their bid proposals by revealing the Contractor's trade secrets or other information about the Contractor's business practices or field operations.
- b. Should the Contractor end services outlined in Section 4 prior to the expiration of the contract and without a 120-day written notice, the contractor will be considered breach of the contract. The Contractor may separate from the contract with or without cause, and without damage assessments as long as there is a 120-day written notice mailed to the Town.

Lame Duck / Breach of Contract  
Accumulated until expiration of contract

Damages  
\$1,320 per day

## **SECTION 8: THE TOWN'S RIGHT TO TERMINATE CONTRACT**

### **801: Termination for Cause**

- a. The Town may, subject to the Contract, terminate the Contract because of any one or more of the following material breaches of the Contract:
  1. The Contractor has failed to satisfy the response time requirements for a period of three (3) consecutive months.
  2. The Contractor has committed any other material breach of the Contract.
  3. The Contractor has intentionally falsified any information it is required to provide under the Contract.
  4. The written admission by the Contractor that it is bankrupt, or the filing by the Contractor of a voluntary petition as such under the Federal Bankruptcy Act, or the consent by the Contractor to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Contractor of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Contractor's property or business.



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### **802: Termination for Convenience**

- a. This contract may be terminated without cause by either party with no less than one hundred-twenty (120) days written notice.

### **803: Town Rights – Cumulative; Survival**

- a. The Town's rights and remedies as provided in the contract are cumulative, except as otherwise expressly provided by the Contract, and shall survive the termination of the Contract.

### **804: End of Contract**

- a. Contractor acknowledges that the Town shall initiate a competitive procurement for the award of the Town's Emergency Medical Services Transport Services at the end of this Contract. When this action is taken and if the provider is not judged to be the successful proposer, the Town shall depend on the Contractor to continue provision of all services required under this Contract until the subsequent successful provider Contract begins. During that period, the current Contractor shall continue operations at the same level of effort and performance as were in effect prior to the award of the new Contract. The Contractor shall be prohibited from making any changes to the Contractor's methods of operation which could reasonably be considered to be aimed at cutting costs to maximize profits during the final stages of the Contract.

## **SECTION 9: MISCELLANEOUS**

### **901: Dispute Resolution Forum**

- a. Any dispute arising under the Contract which is not resolved informally by the Town and the Contractor, or under the terms of the Contract, shall be prosecuted further, if at all, only in the Courts located in Rockingham County, New Hampshire.

### **902: Severability**

- a. If any term or provision of the Contract, or the application thereof to any party or circumstance, shall be invalid or unenforceable to any extent, the remainder of the Contract, and the application of such term or provision to parties and circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be affected thereby; and each term or provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

### **903: Third Party Beneficiaries**

- a. This Contract is solely for the benefit of the Contractor and the Town and is not intended to confer any right or benefit on any other party whatsoever. No third party shall have any right or claim whatsoever based on this Contract.



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### 904: Non-Discrimination in Employment

- a. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to age, race, color, religion, sex or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

### 905: Notices

- a. All notices, consents and agreements required or permitted by this Contract shall be written, and as applicable, shall be transmitted by registered or certified mail, with notice to be given upon receipt, and shall be addressed as follows:

**Town of Plaistow  
145 Main Street  
Plaistow, NH 03865**





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By submission of this PROPOSAL, each SUBMITTER certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to his own organization, that the PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other SUBMITTER or with any competitor.

SUBMITTER understands that the TOWN reserves the right to reject any or all proposals and to waive any informalities.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public work within the State under the provisions of applicable debarment provisions of State Laws or any rule or requisition promulgated hereunder.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

Legal Name of Company: \_\_\_\_\_

Certifying Official (printed name): \_\_\_\_\_

Certifying Official (signature): \_\_\_\_\_

Certifying Official Title: \_\_\_\_\_

Postal Mailing Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Office or Mobile (circle one)