

# Emergency Ambulance Services Contract RFP

## SOUTHERN NEW HAMPSHIRE REQUEST FOR PROPOSALS: EMERGENCY AMBULANCE SERVICES GENERAL INFORMATION

### SECTION 1: NOTICE TO PROPOSERS

A consortium of towns located in southern New Hampshire, hereinafter referred to as the Consortium, is accepting competitive Sealed Proposals for an emergency ambulance service contract. Proposals shall meet the minimum requirements identified in this Bid Specification.

The purpose of this Request for Proposal is to support and facilitate the provision of the specified level of emergency medical services (EMS) by providing a subsidy to the Successful Bidder.

Proposals shall include the TOTAL cost of providing the specified services to the consortium NOT including revenues collected for services provided. Projected revenue from services provided shall not be used to offset the total cost of the contract for the purposes of this proposal. If a Successful Bidder is awarded, the final contract amount will then be adjusted by a negotiated offset based on a collected revenue projection.

### SECTION 2: SERVICE AREA DEMOGRAPHICS

The Service Area is in a rural area in Rockingham County, near the southern New Hampshire border with a population of approximately 40,200 people, and a median age of 45 years. Approximately 12,300 people in the Service Area are over the age of 55 (United States Census, 2022; New Hampshire Department of Employment Security, 2021).

The table below contains five (5) years of EMS data for the Service Area.

	2018	2019	2020	2021	2022
<b>Transports ONLY</b>	1,884	1,855	1,735	2,054	2,001
<b>All Responses (refusals, cancelled, no patient found, etc.)</b>	2,948	2,931	2,947	3,395	3,420

### SECTION 3: BID SPECIFICATION

1. The Successful Bidder will provide emergency ambulance services in the Service Area using ambulances staffed as specified in Item 4 below, and equipped in accordance with the State of New Hampshire, Code of Administrative Rules for Emergency Medical Services, for the Town of Consortium, on a twenty-four (24) hour a day, seven (7) days per week basis.

Bids will be accepted for the following emergency ambulance services in the Service Area:

- a. One paramedic level ambulance service
  - b. Two paramedic level ambulance services
  - c. Three paramedic level ambulance services
  - d. Fly car/paramedic supervisor
2. Terms of service for a contract with the Consortium are March 1, 2024 at 00:00:01 hours through February 28, 2025, with an opportunity to extend the contract upon mutual agreement between the Successful Bidder and the Consortium. The contract with the Consortium will automatically renew each year and is dependent upon the availability of public funding within the Consortium's annual budget process.
3. The Successful Bidder's response vehicles shall be dispatched by multiple E-911 Dispatch Centers in the Service Area to respond immediately upon request for emergency services from any resident, member of the public, police department, fire department, or any town employee within the Service Area.
4. The Successful Bidder will staff each ambulance with a minimum of one (1) nationally registered and New Hampshire licensed paramedic and one (1) nationally registered and New Hampshire licensed emergency medical technician. This level of staffing may be provided in an ambulance response staffed with a paramedic and an emergency medical technician (EMT) or may be provided by a response with a single ambulance staffed by two EMTs and an SUV staffed by a paramedic, aka a "fly car/paramedic supervisor." On responses using a "fly car/paramedic supervisor," the paramedic will either accept patient care and transport the patient in the ambulance to the hospital, or triage patient care to EMTs for transport, in accordance with New Hampshire RSAs and EMS protocols.
5. Services shall be provided by ambulances stationed at multiple locations appropriate for responses within the Service Area. The locations are subject to mutual agreement between the Consortium and the Successful Bidder. The ambulances shall be dedicated to the Service Area and only respond outside the Service Area when dispatched for mutual aid by a Consortium dispatch center. The locations will be chosen by the Consortium with the goal of responding to an incident in the Service Area within a five (5) minute first response time from E-911 dispatch for not less than 90% of dispatched incidents, in accordance with NFPA 1710. It is understood by the parties that calls involving bad weather driving conditions, emergency calls to the farthest coverage areas, or unusual and isolated unforeseen circumstances, shall not be used for the calculation of average response times, due to safety reasons. If a combined ambulance and SUV response is used in a "fly car/paramedic supervisor" configuration, the responding paramedic shall be no more than eight (8) minutes from E-911 dispatch for not less than 90% of dispatched incidents.

Alternates to dedicated ambulances may be considered if the bidder can show in their proposal how the system implementation meets the requirements in this bid specification.

6. The Consortium will bear the responsibility of providing backup ambulance services when the Successful Bidder's units are unavailable due to an emergency call response within the Service Area. It is understood that when the Successful Bidder's ambulances are committed to a call for service or standby, the Successful Bidder has satisfied the ambulance requirement. The Successful Bidder may include an additional proposal to provide backup emergency response unit(s) when the primary units serving the Service Area are out of service or unavailable due to, but not limited to, response to another emergency call, mechanical issues, or staffing disruptions.
7. The Successful Bidder shall provide an ambulance with the minimum staffing listed in Section 3, Item 4, for standby upon request of the Service Area to include Fire and Law Enforcement scenes.
8. A contract with the Successful Bidder shall not relieve the persons or parties utilizing such ambulance service from any or all costs which may or might be incurred by them resulting from such service. The Successful Bidder shall make charges for services rendered in accordance with federal and state standards. The Successful Bidder will accept Medicare and Medicaid assignment as payment in full for patients so insured.
9. The Successful Bidder shall be responsible for EMS billing and collection of ambulance service fees and be allowed to retain all fees collected. The Service Area shall not be liable for payment of any uncollected bills.
10. The Successful Bidder shall provide emergency services from the scene to the most appropriate healthcare facility in accordance with New Hampshire EMS protocols.
11. The Successful Bidder shall transport the patient to the patient's choice of hospitals within a 20-mile driving distance from the patient's location. The medical provider with the highest level of certification may designate a different destination hospital based on New Hampshire EMS protocols for a medical/trauma reason.
12. No person shall be denied emergency transportation because of inability to pay any fee. No person shall be forced to pay any fee before emergency medical services and/or transportation is provided.
13. Charges for transportation and medical care from a Service Area emergency scene to a local hospital for fire department personnel, police officers, or other town officials

representing a Consortium town, and first responders injured in the line of duty, shall be considered as included within the subsidy.

14. The Successful Bidder agrees to hold harmless the Consortium, its officials, agents, volunteers, and employees from any and all lawsuits or litigation which may arise as the result of the operations of its motor vehicles caused while performing service under a contract, and also agrees to indemnify the Consortium, its officials, agents, volunteers, and employees from any liability imposed upon it as a result of a contract.
15. The ambulances supplied by the Successful Bidder shall conform to all standards as promulgated and defined by the State of New Hampshire and shall be subject to state inspection. The Successful Bidder shall be responsible for the maintenance of all vehicles and equipment provided under the contract to ensure safe, dependable, and clean operations. If an ambulance supplied under an awarded contract is out of service for any reason, or fails a state inspection, an alternate ambulance with equivalent capability shall be supplied within one hour of the out of service event.
16. The Successful Bidder shall develop, implement, and maintain a comprehensive quality improvement program for the EMS system. Program and quality improvement reports shall be made available to Consortium representatives upon request.
17. The Successful Bidder shall be evaluated by the Consortium using the following performance criteria:
  - a. Ability to meet or exceed the incident response time to the Service Area within an eight (8) minute on scene time for not less than 90% of dispatched incidents, in accordance with NFPA 1710. Corrective actions for failure to meet the target response time are outlined in Section 3, Item 31. For areas of the Service Area that have extended distances from the locations established in Section 3, Item 5, alternate target response times may be agreed to by the Consortium and Successful Bidder. Response times for incidents where the ambulance stationed at the nearest location in Section 3, Item 5 is not available due to an emergency incident will not be included in response time measurements.
  - b. Consistent demonstration of clinical performance standards which comply with all State rules and regulations;
  - c. Consistent projection of a professional image to the general public; and
  - d. Ability to effectively demonstrate that the overall EMS System in the Service Area has consistently realized quality improvements in patient service and clinical excellence in each contract year.

18. The Successful Bidder agrees to maintain in full force and effect:

- a. Comprehensive general liability insurance including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual coverage and contractual liability coverage ensuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and \$2,000,000, in the aggregate combined single limit for bodily injury, property damage, liability and personal injury (wrongful acts).
- b. Medical Malpractice (Professional Liability). Professional liability insurance for all activities of the Successful Bidder arising out of or in connection with a contract in an amount of no less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate. Said policy shall be endorsed with the following specific language: "This Policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Consortium Boards of Selectmen."
- c. Automobile liability insurance for owned, non-owned, and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 per person and \$3,000,000 each occurrence, combined single limit for bodily injury and property damage.
- d. Workers' Compensation Insurance, whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 each employee and \$500,000 per policy year.
- e. The Successful Bidder shall furnish certificates of the above-mentioned insurance to the Consortium upon execution of a contract, and with respect to the renewals of current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability, auto liability, medical malpractice insurance, and workers' compensation insurance, shall state that in the event of cancellation or material change, written notice shall be given to the Consortium at least thirty (30) days in advance of such cancellation or change.

19. Indemnification and Insurance Requirements: In consideration of the utilization of the Successful Bidder's services by the Consortium and other valuable consideration the receipt of which is hereby acknowledged, the Successful Bidder agrees that all persons furnished by the Successful Bidder shall be considered the Successful Bidder's employees or agents and that the Successful Bidder shall be responsible for payment of all unemployment, social security, and other payroll taxes, including contributions from them as required by law.

20. The Consortium agrees that it will provide exclusive dispatch services to the Successful Bidder through the Consortium's Dispatch Centers. The Consortium shall ensure that the communications systems have the appropriate up-to-date FCC licenses, and that operation conforms to FCC rules and regulations. Citizen access to emergency medical services is through the E-911 system. The dispatch centers will receive and process all requests for emergency medical services and provide all dispatch functions for the Successful Bidder.
21. The Successful Bidder shall, at its sole expense, assign portable radios to the EMS crew on the ambulances, capable of transmitting and receiving on the frequencies that the Consortium dispatch centers use for primary, secondary, and scene communication.
22. The Successful Bidder shall, at its sole expense, install in all response units, mobile radio communication equipment capable of transmitting and receiving on the frequencies that the Consortium Dispatch Centers use for primary, secondary, and scene communication.
23. The Successful Bidder shall, at its sole expense, install in all response units, mobile radio communication equipment capable of transmitting and receiving on the frequencies that the area hospitals use for communication.
24. The Successful Bidder 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 Successful Bidder's dispatch center.
25. The Successful Bidder shall notify the Consortium dispatch centers and key representatives in the Consortium immediately whenever the following occurs:
  - a. Any vehicle accidents involving the Successful Bidder's vehicles;
  - b. Any property damage involving a Successful Bidder's vehicles;
  - c. When an ambulance provided by a contract is out-of service for any reason.
26. The Successful Bidder shall notify key representatives within the Consortium of any complaint that has been made against the Successful Bidder's service or any of their employees. This notification shall include a plan of how the situation will be mitigated.
27. Nothing in the contract shall preclude Consortium personnel from handling or performing the duties, as it has in the past, of treatment and/or transportation of patients as deemed necessary by the Consortium or Incident Commander.
28. The Successful Bidder agrees to provide all patient demographics, care provided, transport destinations, billing information, and other reports to the Consortium, at their request, for no additional costs.

29. The Consortium reserves the right to cancel the Successful Bidder's contract at any time upon any material breach of the emergency ambulance services contract. Said termination shall only be at the option of the Consortium and shall require approval of the Consortium Select Boards and the Consortium Fire Chiefs and require a sixty (60) day written notification to the Successful Bidder by the Consortium Select Boards.
30. If the Successful Bidder becomes aware that their contract will not be extended beyond the term of a contract currently in place, the Consortium shall depend on the Successful Bidder to continue to provide all services under the same terms and performance criteria required in its contract, until a successor contractor assumes service responsibilities. In this circumstance, the Successful Bidder will serve as a "lame duck" contractor and shall be held to the standards set forth in its contract. Under this provision, the Consortium may, at their sole discretion, extend the terms of the contract up to one hundred and twenty (120) days to allow the successor contractor to assume the service responsibilities.
31. Response Performance and Corrective Action:

The Successful Bidder will be expected to meet the response performance criteria in item 17a. This section defines the performance requirements and corrective action if the requirements are not met.

NFPA 1710 establishes a target turnout time of one (1) minute and arrival time of four (4) minutes. Turnout time is the time interval from the dispatch notification until the responding unit is enroute. Response time is the time interval from the dispatch notification until the unit arrives at the emergency scene.

For the purposes of this bid specification, dispatch notification is the time that the Service Area's dispatch sends an emergency tone to Service Area pagers, or the time that the bidder's dispatch center receives a New Hampshire E-911 ProEDA data notification for an EMD Pending, whichever is earlier.

The required turnout time for this bid specification is two (2) minutes, and the required response time is eight (8) minutes. These criteria must be met for 90% of the calls over any three-month period. Corrective action in the event these criteria are not met is outlined below.

90 to 100 % of calls are compliant:  
No action required.

80 to 89.9 % of calls are compliant:

Quality Control report outlining root cause of each non-conforming call and action plan to correct non-compliance.

Below 80% of calls are compliant:

Quality Control report outlining root cause of each non-conforming call and action plan to correct non-compliance. \$1,000 penalty per each percent of calls below 80% that are noncompliant.

In the event of a penalty, a letter from the Consortium will be sent to the Contractor and must be paid to the Town within fifteen (15) days of the date of the penalty letter.

Response time for incidents meeting the following exemptions may be removed from the calculation of response time criteria.

1. Responses which are cancelled prior to the ambulance arrival.
2. Responses 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 Consortium 's jurisdiction.
4. The ambulance stationed at the closest location in Section 3, Item 5 is already committed to a call for service in the Service Area.
5. The ambulance stationed at the closest location in Section 3, Item 5 is returning from a hospital following a transport.
6. The response time for an emergency request may also be excluded when a Consortium Fire Chief responsible for the incident 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 Successful Bidder 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 dispatch centers.

## **PROPOSAL PREPARATION, FORMAT, AND CONTENT**

To facilitate evaluation of the proposals, the Provider is instructed to follow the outline below. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive. Additional and more detailed information may be attached to the main body of the response.

- a. Name and address of the bidder's firm.
- b. Name, email, and telephone number of a contact person to whom the Consortium staff should address questions they may have about the proposal submitted.
- c. Information concerning the history, experience, and reputation of the bidder that is pertinent.
- d. Information about the bidder's organization, technical and professional qualifications, staffing, equipment, and facilities.
- e. The total cost of providing the services to the Consortium excluding any revenue collected for services.
- f. The projected revenue based on the Service Area demographics provided.
- g. Subsidy Required if any. Subsidy based on rate/fee structure/schedule determined by the bidder that shall include acceptance of Medicare and Medicaid assignment. Indicate the subsidy required.

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- h. The proposal must be signed and dated by an official authorized to sign for the firm submitting the proposal. The signature section shall include the printed name of the official, and the official's title.
- i. Proposals shall include a table of contents listing all sections, figures, and tables.
- j. Please submit financial reports in a separate, easily identifiable area of your proposal package.
- k. Pages shall be singled-sided, single spaced, and numbered.

Confidentiality and Public Records Advisory Confidential/Proprietary Information: Proposals submitted in response to this RFP and any resulting contract are subject to the provisions of the New Hampshire Right to Know Law (RSA 91-A). Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself.

Confidential/proprietary information must be readily identified, marked, and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered

confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

### **PROPOSAL PREPARATION COSTS**

The Consortium shall not be liable for costs incurred by any bidder for preparation or submission of a proposal.

### **PROPOSAL SUBMISSION**

Proposals are due in the Select Board's Office, 19 Academy Avenue, Atkinson, NH 03811, on or before noon on September 6, 2023, and must be clearly labeled "Sealed Proposal: Ambulance Services". Electronic copies will not be accepted. All late proposals shall remain unopened and shall be rejected. All proposals submitted become the property of the Town of Atkinson.

For additional information, please contact Town of Atkinson Town Administrator, John Apple, at [TownAdmin@atkinson-nh.gov](mailto:TownAdmin@atkinson-nh.gov) or 603-362-1064.

### **EVALUATION OF PROPOSALS**

Proposals will be evaluated by the Consortium Select Boards using the criteria below.

- a. Requirements of the Request for Proposal and specifications therein.
- b. Experience in providing emergency medical services.
- c. Subsidy required by the Consortium.

The Select Boards of the Consortium will review all proposals received as a result of this request and make a selection that is in the best interest of the Consortium. The decision of the Consortium Select Boards shall be final and conclusive.

The Consortium Select Boards reserve the right to:

1. Reject any and all bids at its sole discretion.
2. Evaluate all submissions in accordance with criteria herein.
3. Retain copies of all statements of qualifications submitted.

Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections, and changes of the proposal documents made in any other manner will not be binding, and the Proposer shall not rely upon such interpretations, corrections, and changes.