

CITY OF HARTFORD
INVITATION TO SUBMIT AMBULANCE SERVICE PROPOSALS.

TO ALL INTERESTED PARTIES:

The City of Hartford invites sealed proposals for providing ambulance service, without cost to the City of Hartford, for the treatment and transportation of individuals who are sick, injured, wounded or otherwise incapacitated or helpless within the boundaries of the City of Hartford service area to the emergency care facilities as requested by the designated public answering point Van Buren County (911 Dispatch Center). The contract will be for an initial three year term, renewable for three additional years.

The City of Hartford values the delivery of high quality medical care. The City wants to ensure that the citizens and visitors of the City of Hartford receive consistent high quality emergency include: ambulance service. The general characteristics of a high quality emergency ambulance provider shall include:

- A work force both clinical and non-clinical that is well trained, experienced and acts in a professional, caring and courteous manner with all of their customers, Including patients, the patient's family, by standers, first responders, hospital personnel and the media.
- A commitment to providing well-maintained and reliable vehicles and equipment that maintains a like-new appearance and operation at all times.
- A commitment to prompt on-scene arrival followed by the delivery of quality care.
- A commitment to caring about the workforce in terms of diversity, pay and benefits, providing opportunities for professional growth and development and ensuring a safe work environment.
- A commitment to the community in terms of providing community education programs and participating in the life of the community through participation in community-based organizations and activities.
- A commitment to continuous quality improvement of all phases of the business by being accredited by the Commission of the Accreditation of Ambulance Services.
- A commitment to develop and maintain a positive, beneficial working relationship with Hartford Fire and Police Departments and the citizens whom they serve.

The City of Hartford does not guarantee that a minimum number of requests for transport or actual transports will occur. Proposers should be aware that the transportation service would be on an "as needed" basis. The only assurance the City of Hartford makes is that if the it is determined that the service is required and falls within the boundaries of the said agreement, the selected provider shall responds to all requests for emergency medical services that are received by the Van Buren County Dispatch 911 emergency system.

Contractor qualifications, basic terms and conditions for the contract are attached, as is a list of information required for full consideration.

The City reserves the right to reject any or all proposals, to waive any irregularities, and further reserves the right to accept any proposal or parts which it deems to best serve the interest of the City. The City also reserves the right to negotiate with the proposer the terms and conditions of the contract.

For full consideration, proposals must be received no later than 4:00 pm, Friday, March 17, 2023.

If you have any questions regarding this request, please contact Sanya Vitale, City Manager, City of Hartford at (269)-621-2477 or e-mail citymanager@cityofhartfordmi.org

1. INSTRUCTIONS TO BIDDERS

1.1 Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.2 Withdrawal of Proposals

Any bidder may withdraw its' proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of 120 days after the date of opening set forth in the advertisement.

1.3 Non discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the American with Disabilities Act of 1990 as amended; the Elliot-Larsen Civil Rights Act, Article 2, Act No 220; Public Act 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment because of such person's height, weight, race, color, religion, national origin, ancestry, age ,marital status, sex, or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Hartford in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252,42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally –Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

1.4. Contractor's Insurance

Proof of Insurance Coverage: The successful firm will be required to furnish to the City of Hartford, at the time that the contracts are returned by the Contractor for execution, a Certificate of Insurance as well as any required endorsements. In lieu of required endorsement a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

If any of the coverages listed below expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Hartford at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan.

- A. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- B. Comprehensive General Liability Policy of at least 1,000,000/ occurrence, \$2,000,000/aggregate for personal injury and property damage.

- C. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- D. Professional medical liability insurance including errors and omission with at least \$1,000,000/occurrence, \$2,000,000/aggregate.
- E. Medical payment coverage at a per person limit of at least \$100,000.
- F. Umbrella coverage shall be provided as additional coverage to all underlying liability policies (including professional Liability) of at least \$5,000,000.

Additional Insured: These coverages shall protect the contractor, its employees, agents, representatives against the claims arising out of the work performed. Comprehensive General Liability and Motor Vehicle Liability Insurance shall include an endorsement stating the following shall be additional insured: The City of Hartford, including all elected and appointed officials, all employees and volunteers shall be named as additionally insured. Additionally, the Van Buren County Medical Control Authority, its officers, employees, elected and appointed officials, the medical director, and its parent organizations. It is understood and agreed by naming the City of Hartford and Van Buren County Medical Authority as additional insureds, coverage afforded is considered to be primary and any other insurance the City of Hartford and /or the VCMCA may have is considered to be secondary and/or excess. A policy endorsement shall be provided.

Cancellation Notice: All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Hartford City Manager, 19 West Main Street, Hartford, MI 49057. A policy endorsement shall be provided.

1.4 Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City of Hartford and the Van Buren County Medical Control Authority (VBMCA) (herein after referred to as "indemnified Parties") from and against all claims, costs losses and damages (including but not limited to all fees and charges of, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performances of the Work or from the failure to comply with any covenant or term of contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, and contractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose Acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or VBMCA or any consultants, agents, officers directors or employees of the City or VBMCA by any employee (or the survivor or personal representative of such employee) of the Contractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, the indemnification of any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type

of damages, compensation or benefits payable by or for the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract.

1.5 Contract Manager

The City Manager, or his designee, shall be the City's Contract Manager. The Contract Manager will be responsible for overseeing the execution of the contract.

1.7. Bidder Qualifications

Bidders must have the following qualifications:

1.7.1 . Current Accreditation by the Commission on the Accreditation of Ambulance Services (CAAS).

1.7.2. All dispatchers EMD certified by Medical Priority Dispatch.

1.7.3. Authorized by the local medical control to operate an ALS service within Van Buren County.

1.7.4. Bidders must be able to perform all work without subcontracting or assigning any of the work, other than through mutual aid agreements per VBMCA.

1.8. Basis of Award

Award will be made to a responsible firm, in the sole discretion of the City, whose proposal is determined by the City to be in the best interest of the City. The City reserves the right to reject any or all proposals, to waive any irregularities and further reserves the right to accept any proposal or parts of proposals which it deems to best serve the interest of the City.

1.9. Proposal Information

An electronic copy and one original of the proposal shall be submitted which shall include the following items (A-S below). Additional supporting documents should be included as Appendices. City Commission/Staff will review the proposals to determine which proposal is in the best interest of the City.

Summary/Introduction, (not to exceed 2 pages).

Proposal Narrative (not to exceed 40 pages, must include core requirements as described in Section 3 _
Proposal and Contract Requirements.

- A. Organizational Structure, State of Michigan license and Local Medical Control.
- B. Personnel and their qualifications.
- C. Equipment and Supplies.
- D. Vehicle and Vehicular Maintenance.
- E. Response Time Performance and Metric used to Measure Performance.
- F. Dispatch Operations and Communications (including emergency backup program).
- G. Field Operations
- H. Disaster and Domestic Preparedness.
- I. Professionalism.
- J. EMS Information System.
- K. Community Services.
- L. Business Practices and History.
- M. Accreditation.
- N. Continuous Quality Improvements.
- O. Continuing Education Plan.

- P. Minimum Daily type of Ambulance and Staffing Model.
- Q. Attached Required Forms(Completed Qualification Questionnaire, Attachments A,B,C,D)
- R. Signed Proposal Page.
- S. Fee Schedule-To be included as Appendix A in contract.

1.10. Inspection of Bidder Facility and Equipment

The City reserves the right to inspect the bidder's facilities, ambulances and equipment prior to award of a contract. In this regard, the bidder shall provide the City full access to its facility, vehicles, apparatus, and all other equipment to be used under the agreement, within one week after notification from the City. Failure of the bidder to provide such access shall be considered a withdrawal of the bidder's proposal. If selected, the City will be given access to all of the above within the time frame described above to ensure compliance with all requirements of the contract.

As defined in the specification, all necessary apparatus shall be properly licensed and in safe and adequate operating condition to perform under the terms of the specification.

2. **SCOPE OF WORK**

2.1 Expertise and Judgement Required

Each Bidder is specifically advised to use its own best expert and professional judgment in deciding upon methods to be employed to achieve and maintain the performance required under contract. By "methods" Hartford means compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which taken together, comprise each Bidder's strategies and tactics for accomplishing the task. Hartford recognizes that different Bidders may employ different operating methods, perhaps with equal success. By allowing each Bidder to select, employ, and change its operating methods, Hartford hopes to promote innovation, efficiency and superior levels of performance.

2.2 Estimated Business Volumes

The City of Hartford makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special event coverage that may be associated with this procurement. Any and all historical data on past volumes of business within the City of Hartford service area are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.

3. **PROPOSAL AND CONTRACT REQUIREMENTS**

3.1. Organizational Structure, State of Michigan License and Medical Control

All proposals must provide a detail organizational structure. Key positions, names of individuals in those positions, and lines of control should be identified. The City of Hartford recognizes the need for value and importance of full accreditation for the contracted service by the Commission of the Accreditation of Ambulance Services (CAAS). Therefore, the City of Hartford requires that the contractor be CAAS accredited. The Contractor must maintain CAAS accreditation throughout the contract period.

The Contractor must be licensed by the State of Michigan and afforded medical control by the Van Bren County Medical Control Authority (VBCMCA) as noted in Section 1.6 under Bidder Qualification.

Proposal Requirement: All proposals must include a completed Medical Control Form (Attachment A) identifying all Michigan medical control authorities the bidder has been approved to operate in within the last ten years. The Bidder should include information on all affiliated companies operating under different names but partially or wholly owned by the same parent corporation.

Financial Support to VBCMCA - - VBCMCA is currently funded in part through voluntary contributions from transporting agencies based on a unit hour production formula derived by the VBCMA EMS Council's Finance Committee. This committee is comprised of representatives from each ambulance agency providing emergency services in Van Buren County. Based on historical VBCMA budget requirements that consider contributions from both the hospital owners and EMS providers, each VBCMCA EMS transport agency provides a contribution that is reflective of their portion of unit hours provided to the VBCMCA EMS System. Historically, these amounts have increased less than or equal to the annual inflation rate. The Contractor must agree to provide financial support to VBCMCA based upon this funding formula. The Contractor may appeal changes in the formula that the Contractor believes to be unreasonable to the Van Buren County EMS Council.

3.2. Personnel/ Staffing

The City of Hartford believes that the quality of an ambulance service is first and foremost dependent upon the quality of its personnel. The City of Hartford desires a contractor with a high quality field and support personnel. An experienced workforce is desirable as evidence of high employee retention. The Contractor is expected to demonstrate a commitment to employee fitness and wellness. Contractor field personnel are expected to be professional in appearance and appropriately groomed at all times.

All field personnel must adhere to VBCMCA protocols and policies pertaining to clinical credentials and must comply with system protocols related to credentialing and training and performance.

The Contractor is expected to periodically have on-duty personnel participate in joint training activities with Hartford personnel to promote positive interagency interactions and to NIMS compliant.

3.3. Equipment and Supplies

The City of Hartford expects the Contractor will have available high quality medical equipment and that such equipment will be well maintained. Proposals shall include detailed information on equipment that will be used including maintenance practices. Information provided in the narratives should provide an overview of current and planned equipment as well as maintenance practices. Attachment C should be completed identifying current cardiac monitoring and defibrillation equipment, including any means used by the organization for quality improvement.

It is recognized that frequently EMS personnel are required to provide basic and advanced medical care in potentially dangerous environments such as motor vehicle crashes and industrial accidents. To insure that the Contractor's personnel are able to assist first responders in such environments, the Contractor shall provide personal protective clothing for its responding personnel. Contractor shall provide details as to what personal protective equipment will be provided and describe how these items to what personal protective equipment will be provided and describe how these items will meet National Fire Protection Association (NFPA) and American National Standards Institute (ANSI) requirements. The helmet worn will be the color blue.

Hartford believes that optimal interagency operations are facilitated when all personnel are familiar with the medical equipment and supplies. Furthermore, it is recognized that the costs of the various expendable medical supplies are included in the bundled charges of ambulance services. Therefore, the Contractor is required to provide the City of Hartford with a replacement plan for all expendable medical supplies. Expendable supplies will be replaced at no cost to the City of Hartford for all 911 EMS incidents and all non 911 incidents involving contractor.

3.4. Vehicles and Vehicular Maintenance

The City of Hartford requires contractor to operate a fleet of highly reliable, well maintained vehicles at all times and would prefer the use of larger, modular ambulances (Type I or III). The Contractor must have an in all units, a vehicle performance and safety monitoring system that records operational data for each ambulance. Data collected must be made available to Hartford officials upon request.

Contractor shall describe in detail in the Proposal Narrative the prevention maintenance program that will be used for all ambulances. The actual maintenance program must be included in the proposal. The Contractor shall include a description of the Contractor's current fleet to include ambulance type, chassis and age and the credentials of the chief of maintenance; driver training program used, outline of driver oversight program and vehicle replacement policies. Contractor agrees to immediately remove from service any vehicle or piece of equipment that has a safety defect or the City of Hartford requests because of appearance without undue delay.

3.5. Response Times

Response time performance is determined by the applicable VBCMA EMS dispatch protocol. Should this not be available, response time shall have the ambulance on the scene within the time interval specified below. The response time interval is defined as beginning with the receipt of the call at the ambulance dispatch center and ending with the ALS vehicle arriving on the scene. Arrival on the scene is considered when the vehicle is stationary and at the correct address. In situations in which the responding unit is to stage, arrival at the staging area shall constitute arrival on the scene. The time interval shall be reported and evaluated to the nearest second.

Response time compliance will be maintained using a computer-aided dispatch system. Response time reports shall be evaluated for the entire contracted service area. The reports shall be submitted to the City of Hartford in an approved format and received weekly, no later than Wednesday of the following week. The Contractor agrees to allow Hartford (or its designee) to audit the response time records at any time.

Reports shall be based upon the VBCMCA response time directives (current standards below) If changes are implemented by VBCMA, the new standards will apply.

Expected performances for the services area at the present time are:

PRIORITY	TIME INTERVAL	COMPLIANCE
Priority I	<_ 8 minutes	>_90%
Priority II	<_12 minutes	>_ 90%
Priority III	<_20 minutes	>_90%

The arrival of an EMS supervisor in a licensed ALS shall not qualify as arrival on scene for purposes of calculating response time intervals. In such cases, the transporting ambulance shall be on the scene within the time specified above for priority III responses. When responses are upgraded or downgraded by on-scene units or by other appropriate available information, the response time expectation shall be that based on the final response priority.

3.6. Dispatch Operations and Communications

The Contractor shall comply with all approved VBCMCA protocol pertaining to emergency medical dispatch. All calls are to be prioritized and pre-arrival instructions provided (where appropriate) in accordance with the National Academy of Emergency medical Dispatch, as adopted by VBCMCA.

Contractor shall submit its call processing procedures and demonstrate how its dispatch center meets or exceeds National Fire Protection Association (NFPA) 1221 standard for the installation, maintenance, and use of Emergency Services Communication Systems.

The Contractor shall have in place a global position satellite (GPS) vehicle tracking system. This system shall allow the City of Hartford and VBCMA representatives to remotely access Contractor's vehicle

location and operational status via modem, internet, or other means. The Contractor, at its expense, will provide a modem connection between the City of Hartford and the Contractor's CAD systems to allow for seamless overlay of existing AVL systems. This requirement is contingent upon approval from appropriate dispatch authority.

Contractor shall provide a plan for an emergency back-up in the event of a mechanical failure or unforeseen disaster that would render the EMS dispatch system useless.

The Contractor will monitor and operate on the Van Buren County dispatch center. This will require the contractor to have mobile and portable capabilities on both 800 MHz and VHF frequencies. The Contractor must be willing to update its equipment to meet current technology.

3.7. Field Operations

The Contractor shall demonstrate its ability to achieve the response time standards. This should include the usual and minimum number of units during the peak and off-peak times as well as the usual and minimum number of units per week. Units deployed to serve the contracted service area may be used for serving other non-participating jurisdictions as well as for local, non-emergency uses. However, provisions should be made for units committed to out-of-county, non-emergency and inter-facility transports. Proposals must include evidence of past performance. The Contractor must provide a dedicated unit(s) to stand-by at the scene of fire, rescue, and other emergency scenes at no cost to the City, as requested by the fire department (Fire Chief). Operations at such scenes shall be under the incident command system. EMS units on stand-by shall participate in personnel rehabilitation activities as directed by the incident commander or their designee. Contractor is expected to call in off-duty personnel as needed for major or prolonged incidents so as to maintain service to the participating jurisdictions as well as the operational needs at the scene of the emergency.

The Contractor and its employees shall become familiar with the Incident Command System (ICS) as practiced by the City's fire department. The City shall provide the necessary indoctrination and initial training to the Contractor's personnel. It will be the Contractor's responsibility to provide additional training for new hires or updates as needed.

3.8. Professionalism

Contractor's personnel are expected to demonstrate professional and courteous behavior at all times while in uniform and maintain a professional appearance in terms of grooming, hygiene, and clothing. Contractor's on-duty and uniformed personnel shall not use tobacco products in public vehicles. Contractor's personnel are expected to deal professionally with the public, regardless of age, sex, race, ethnicity, religious preference, sexual orientation, or financial means and must conform to responsible use of the social media.

3.9. EMS Information System

The contractor shall provide all documentation as required by VBMCA. Hartford will require monthly reports to address clinical outcomes of all EMS responses as approved by Hartford. Contractor shall include a sample report with the proposal for review. Reports will be submitted to the City Clerk and/or designee. Additionally, Hartford may request from the Contractor specific paper reports regarding EMS activity within its jurisdiction. Contractor shall provide a monthly report demonstrating patient care reports were electronically transferred, per state statute or as directed by VBMCA. Reports will be submitted to the City Clerk and /or designee.

3.10. Community Service

The Contractor is expected to make available to the citizens of Hartford service area public education programs including courses in use of 911, CPR, injury prevention, and other appropriate offerings. Such courses shall be offered at a reasonable cost to the participants.

All proposals shall include examples of community service and how these programs have benefited said communities, particularly communities with economic challenges.

3.11. Charges for Services

The contract between the City of Hartford and the Ambulance service will include a description of all fees (Contract Appendix A) for emergency, non-emergency, and transfers, including medical inter-facility and non-inter-facility transfers. These shall include BLS, ALS Level I, and ALS Level II fees, as well as fees for mileage. These fees will remain in effect for 12 months after the agreement commences. The Contractor shall make available subscription program for Hartford citizens and is encouraged to honor other ambulance service subscription. Any changes must be made in writing. Such request shall include significant details to support justification of requested changes. Once all items have been received by the City Manager, the City will have 60-days to respond to the request. Should a change in any fee be approved, such changes shall not take place for at least thirty days after the approval. Contractor is required to fully participate in Medicare and Medicaid. The billing method used for both Medicare and Medicaid patients will be described. At no time is contractor permitted to request payment for service prior to care or transport of emergency/911 patients. No emergency /911 patient requesting transport to a local hospital is to be denied based on their ability to pay for service. The contractor shall describe the method used for addressing outstanding payment.

3.12. Business Practices and History

Proposals shall include description of business history and practices. Proposals shall include written details if the company or officers in the company have been cited for or ruled against by courts or regulating agencies in regards to business procedures or practices in the previous ten years. Include the status of any current or ongoing legal actions.

Proposals shall explain their accounts receivable collections policies and the process used for dealing with individuals financially unable to pay bills for service.

Descriptions of the process used to resolve consumer complaints shall be provided in the proposal.

3.13. Accreditation

The City of Hartford recognizes the need for value and importance of accreditation for the contracted ambulance service by the Commission of the Accreditation of Ambulance Services (CAAS). Therefore, Hartford requires that the contractor be CAAS accredited. The Contractor must maintain CAAS accreditation throughout the contract period.

3.14. Continuous Quality Improvement Program

An effective continuous quality improvement (CQI) program is crucial to the delivery of high quality emergency health services. The Contractor shall institute a Quality Assurance (QA) and Quality Control (QC) program for all aspects of patient care, including but not limited to responses, patient care and transporting. The Contractor shall submit in writing, its QA/QC program to the City of Hartford and VBCMA for approval with the submission of this proposal. The bidder must include a detailed description of its CQI program as well as how it intends to interface with the external VBCMA CQI program.

3.15. Continuing Education for Hartford Personnel

EMS CEU for Hartford personnel will be provided through the ALS provider complying with current MDHHS requirements for conducting EMS CEU sessions. All documentation of training will be provided to the Hartford Training Officer or their designee. Contractor shall provide at its cost, all EMS/CEU training on a monthly basis for the City of Hartford. Training shall occur monthly with two sessions held during normal business hours and one evening session. A yearly calendar with specific training topics, including lesson plans, dates and times for each month must be provided to and approved by Hartford on or before December IST for the upcoming calendar year.

4. DEFAULT, BREACHES, AND PENALTIES

4.1. Contractor Default and Provision for Termination of the Contract

Conditions and circumstances that may constitute default of the contract shall include the following:

- a. Failure of the contractor to operate the system in a manner which enables the City of Hartford and the contractor to remain in compliance with federal or state laws, rules, regulations, and with requirements of VBCMA.
- b. Falsification of information supplied by the contractor during or subsequent to this procurement process, including, by way of example, but not by way of exclusion, altering or falsification of any data required under the contract.
- c. Failure of the contractor to provide data generated in the course of operations, including by the way of example, but not by way of exclusion, dispatch data and response time data.
- d. Excessive and unauthorized scaling down of operations to the detriment of performance during a “lame duck” period.
- e. Failure of the contractor’s employees to conduct themselves in a professional and courteous manner and to present a professional appearance.
- f. Failure of the contractor to maintain equipment in accordance with manufacture recommended maintenance practices and VBCMA protocols.
- g. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under bankruptcy, reorganization arrangement, readjustment of debt, dissolution or liquidation law or statute.
- h. Failure of the contractor to cooperate with and assist Hartford agencies after default has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond the contractor’s reasonable control.
- i. Acceptance by the contractor or any of the contractor’s employee of any bribe, kickback or consideration of any kind of exchange for any consideration whatsoever, when such consideration or action on the part of the contractor or contractor’s employees could reasonably be construed as a violation of federal, state or local law.
- j. Payment by the contractor, or any of the contractor’s employees, of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could reasonably be construed to be a violation of any federal, state or local law.
- k. Substantial failure of the contractor to meet the system standard of care as established by VBCMA.
- l. Failure of the contractor to maintain insurance in accordance with the contract.
- m. Persistent failure of the contractor to meet the response time requirements as set forth in the contract, where persistent failure is defined as a continued pattern of breaches that are not addressed or corrected despite repeated requests or attempts.
- n. Response time discrimination within the City of Hartford, as set forth in the amount specified in the contract.
- o. Failure to maintain a performance bond in accordance with the terms and conditions of the contract.
- p. Failure to submit reports and information under the terms and conditions outlined in the contract.
- q. Any other failure of performance, clinical or other required in the contract and which is determined by the City of Hartford to constitute a default or endangerment to public health and safety.
- r. Any failure of the contractor to comply with remedies for contract breaches, including payment of financial penalties.

4.2. City of Hartford Remedies

If conditions or circumstances constituting default as set forth in Section 4.1 above exist, Hartford shall have all rights and remedies available at law in equity under the contract, specifically including the right

to terminate the contract. The remedies shall be cumulative and shall be in addition to any other remedy available to Hartford.

4.3. Contract Termination

In the event of default, Hartford shall give the contractor written notice, by United States Postal Service Return Receipt Requested mail, setting forth with reasonable specificity the nature of the breach and the reason such breach endangers the public's health and safety. Within five(5) calendar days of receipt of such notice, the contractor shall deliver to Hartford, in writing, a plan of action to cure such default. The plan of action shall be updated, in writing, every five (5) calendar days until such breach is cured. The contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the contractor fails to cure such default within the period allowed for cure (with such failure to be determined by sole and absolute discretion of Hartford), or the contractor fails to timely deliver the cure plan to Hartford, Hartford may terminate the contract. The contractor shall cooperate completely and immediately with Hartford to affect a prompt and orderly transfer of all responsibilities to Hartford. The contractor's cooperation with and full support of Hartford's termination of the contract shall not be construed as acceptance by the contractor of the finding of default, and shall not in any way jeopardize the contractor's right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of the contractor to cooperate fully with Hartford to affect a smooth and safe transition shall itself constitute a breach of the contract, even if it was later determined that the original declaration of default by Hartford was made in error.

Breaches

- a. Failure to provide call processing or service delivery consistent with VBCMCA protocol and NFPA 1221 standard.

Minor Breach - A letter of warning from VBCMCA or department. If received by VBCMCA, it shall be communicated by the Contractor to the City Manager within 24 hours of receipt of warning letter. Greater than two(2) percent turnover of priority 1 or 2 calls within the City of Hartford on any given month. Less than ninety (90) percent compliance for responses times of priority 1,2,or3 calls in any month.

Major Breach - Greater than five(5) percent turnover of priority 1 or 2 calls within the City of Hartford on any given month. More than two(2) minor breach occasions within a continuous 12 month period as it relates to responses times of priority 1,2,or3 calls that do not meet ninety(90) percent compliance. Anytime the contractor has had its services restricted by order of the VBCMCA or the State of Michigan. Loss of accreditation. This shall be communicated by the contractor to the City Manager immediately upon notification.

Note: One (1) major breach may be cause for termination of contract with Hartford.

- b. Field Staff Credentials/Qualifications.

Minor Breach- A letter of warning from VBCMCA. This shall be communicated by the Contractor to the City Manager within 24 hours of receipt of warning letter.

Major Breach - Any time one or more of the contractor's personnel is suspended, placed on probation or has their duties restricted by act of the VBCMCA or the State of Michigan. This shall be communicated by the contractor to the City Manager within 24 hours.

Note: Two (2) major breaches may be cause for termination.

4.4. "Lame Duck" Provisions

Should the contractor fail to prevail in a future procurement cycle, the contractor shall agree to continue to provide all services required in and under the contract until the new contractor assumes service responsibilities.

5.0 OTHER CONTRACT TERMS

5.1. Laws, ordinances and regulations

This agreement shall be governed by the laws of the State of Michigan.

The contractor shall keep itself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and equipment used.

The contractor and /or its employee shall at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

5.2. Right to Audit

The City Manager or his/her designee shall be entitled to audit all of the contractor's records and shall be allowed to interview any of the contractor's employees throughout the term of this contract and for a period of three years after contract completion or longer, if required by law, to the extent necessary to adequately permit evaluation and verification of:

- a. Contractor's compliance with contract requirements.
- b. Compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or any of its payees, if applicable.

5.3. Independent Contractor

The contractor and its employees at all times shall be considered as independent contractors and not as City employees. The contractor shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to employees of the Contractor, and the right to hire, fire, and discipline all its employees. As an independent contractor, any payment to the Contractor under this contract by the City (if any) shall not be subject to any withholding for tax, social security, or other purposes, nor shall the contractor or its employees be entitled to any of the fringe benefits programs of the City.

5.4. Hartford Oversight

The contractor and/or project manager shall be available to meet with Hartford officials at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Hartford officials-, the severity of the circumstances warrants, no more than one(1) working day.

5.5. No Waiver

Either party's failure to insist on strict performances of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

5.6. Contract Term

This contract shall be in effect for a three year period, commencing on or about March 27, 2023. The City of Hartford, in its own discretion, may extend the contract for three additional years upon mutual agreement of both parties.

5.7. Extended Purchasing

During the term of the agreement resulting from this Request for Proposals, the City of Hartford would like to afford the terms and conditions of the agreement to other local governments located in Van Buren County, even though their requirements are not included in the request for proposals. Please complete Attachment D to indicate that you agree or do not agree to extend or not extend the terms and conditions of the contract.

Your response, either to extend or not extend the terms and conditions of the contract will not have an effect on the evaluation of your proposal.

6.0. QUALIFICATIONS QUESTIONNAIRE

Please answer the following questions completely. You are not required to submit answers on this form and additional information (brochures, illustrations, etc.) will be used in determining qualifications. If not using this form, please follow its format.

1. Firm Name _____
2. Established (year): _____ State: _____
3. Type of Organization:
Sole Proprietor _____ Partnership _____
Corporation _____ Other _____
4. Former firm name(s) if any, and year(s) in business.

5. Home office business address and telephone and fax number:
Address _____
Phone: _____ Fax: _____
6. Branch office(s) address(s) and telephone and fax number:

7. If any of the following is "yes", describe circumstances on an attachment. These questions apply to current and former firms (as listed above in item 4)
 - a. Has any ambulance contract, to which you have been a party, been terminated early?
____ Yes (Explain) _____ No.
 - b. Have you ever terminated an ambulance contract prior to its completion for any reason?
____ Yes (Explain) _____ No.
 - c. Has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf?
____ Yes (Explain) _____ No.

- d. Has any surety expended monies in connection with a contract for which they furnished a bond on your behalf? _____ Yes (Explain) _____ No.
- e. Are there any judgements, claims, arbitrations, proceedings or lawsuits pending or outstanding against your organization or its officers?
_____ Yes (Explain) _____ No.
- f. Has your organization filed any law suits or requested arbitration with regards to ambulance contracts within the past five (5) years?
_____ Yes (Explain) _____ No.
- g. Provide a statement of OSHA safety record. Include fines and violations within the past three (3) years.
- h. Has your firm (or any part of your firm), any owner (or partial owner of your firm), or any person in any way associated with or employed by your firm, ever been barred from providing ambulance service by a Medical Control Authority?
_____ Yes (Explain) _____ No.
- i. Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under current Firm name for the duration of the contract?
_____ Yes(Explain) _____ No.
- j. Is your firm for sale? _____ Yes(Explain) _____ No.
8. Attach a list of all clients for whom similar services have been performed within the last five years. For each client include:
- The contracting agency's manager's name, address and phone.
 - The medical director's or medical advisory board's name, address and phone (if the medical control is provided by a physician directly remunerated by your firm, please provide the contact information for another physician familiar with the quality of medical care provided by your firm).
 - The number of patient transports conducted from January –December 2016.
 - A description of the community and the scope of services provided by your firm.
 - The response time performance of your firm from January – December 2016. Define how the response times are measured. Use the following format your response.
Life threatening emergencies: _____% responded in less than 8 minutes
Non-life threatening emergencies: _____% responded to in less than 12 minutes.
Did you use priority medical dispatch during this period? _____ Yes _____ No.
If yes, starting when and which type? _____.

I certify that all information provided above is complete, accurate and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question 1 above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: _____

BY: _____
(Signature)

NAME: _____
(Please Print)

POSITION: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

ATTACHMENT A- MEDICAL CONTROL FORM

The Bidder shall list all Michigan medical control authorities in which it has been approved to function in the past ten years. Information should be provided for the proposing company and all affiliated companies owned by the parent company. All bidders authorized the City of Hartford or its representatives to contact past and current medical control authorities for performance.

Ambulance Service

Medical Control

Dates

MCA Contact

Name

Authority

Person

Phone#

ATTACHMENT B

PERSONNEL PROFILE

In the table below, provide the information of all personnel levels requested as of January 1, 2016. All information is subject to verification.

Position

Number of Staff

Paramedic Trainee (must work under PFI/Trainer.

Field Paramedic (entry Level).

Field Paramedic (senior or Lead Paramedic)

Paramedic Field Instructor (Training officer)

Paramedic Field Supervisor

Dispatcher

Dispatch Supervisor

ATTACHMENT C

LIST OF CURRENT CARDIAC MONITORING DEFIBRILLATION EQUIPMENT

ATTACHMENT D

Extended Purchasing:

During the term of the agreement resulting from this Request for Proposals, the City of Hartford would like to afford the same terms and conditions to other local governments located in Van Buren County even though their requirements are not included in the Request for Proposal. Please indicate your willingness to extend the terms and conditions of the agreement to other local governmental entities by checking the corresponding box below.

I agree to extend contract terms.

I do not extend contract terms.

Your response, either to extend or not to extend your contract terms, will **not** have an effect on the evaluation of your bid.

DRAFT CONTRACT AGREEMENT

Following is a “draft copy” of the contract that will be executed by the City and the Contractor for the completion of this project.

CITY OF HARTFORD **CONTRACT DRAFT**

THIS CONTRACT made the ___ day of _____, 2023, by and between _____ hereinafter called the “FIRM” and the City of Hartford, 19 West Main Street, Hartford, Michigan 49057, hereinafter called the ”City”.

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agrees as follows:

ARTICLE I –SCOPE OF WORK

The Contractor shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for Ambulance Services all in strict accordance with specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor’s bid and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part of hereof.

ARTICLE I I- COMPENSATION TO BE PAID TO THE CONTRACTOR

See Appendix A- Fee Schedule.

ARTICLE III – ASSIGNMENT AND SUBCONTRACTORS

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party.

ARTICLE IV- COMPONENT PARTS OF THE CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. Invitation to Submit Proposals (dated _____)
3. Instructions to Bidders
4. Scope of Work
5. Proposal and Contract Requirements
6. Default, Beaches, and Penalties
7. Other Contract Terms
8. Contractor’s Proposal (or bid)
9. Fee Schedule_ Appendix A

In the event that any provision of the above component parts of this contract conflicts with any provision in any other of the parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

CONTRACTOR

Witness:

By: _____

Signature

Print name and Title

Print name and Title

CITY OF HARTFORD

Witness:

By: _____

Sanya Vitale, City Manager

Approved as to Form:

Harold Schuitmaker, Hartford City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF HARTFORD

A. If the contractor is a corporation, the following certificate must be executed:

I, _____, certify that I am the Secretary of the corporate entity named as Contractor in the contract and that such corporate entity is a corporation in good standing in the state of _____ and has authority to transact business in the State of Michigan. I certify that the contract between the City of Hartford and _____, Inc. was validly executed on behalf of the Corporation by _____ who is the _____ of said corporation and has the authority to bind the corporation to the contractual agreements pursuant to the authority of its governing body and by-laws and is within the scope of its corporate powers.

Print or type name of corporation

Dated: _____, 20____ By: _____

Its: _____

B. If contractor is an LLC, the following certificate must be executed:

I, _____, certify that I am a member of the limited liability company named as Contractor in the contract and that such LLC is in good standing in the State of _____ and

That the LLC has the authority to transact business in the State of Michigan. I certify that the contract between the City of Hartford and _____ LLC was validly executed on behalf of the

LLC by _____ who was then a member of said LLC and has the authority to bind the LLC to contractual agreements and that such contract is within the scope of its powers.

Print or type name of LLC

Dated: _____, 20____ By: _____

Its: _____

If the contractor is a sole proprietorship/partnership, the following certificate must be executed:

I, _____, certify that I am the owner/partner
Print or type name

Of the company named as Contractor in the contract and that I have the authority to bind _____, to contractual agreements.

Print or type name of business (insert d/b/a if one exists)

Print or type name of company/DBA

Dated: _____, 20____ By: _____

Its: _____

Notes to Certificate

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties is to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and the authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the Contractor.
4. If the contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the Contractor.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.