

# **EMERGENCY MEDICAL SERVICES**

## **Request for Proposals**

**Issue Date: July 27, 2023**

**Due Date: August 29, 2023**



**Town of Brattleboro**  
**230 Main Street**  
**Brattleboro, Vermont 05301**

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**AUTHORIZED CONTACT PERSON**

Proposers are advised that the Authorized Contact Person for all matters concerning this RFP is:

**Patrick Moreland**  
**Assistant Town Manager**  
**230 Main Street**  
**Brattleboro, VT**  
**[pmoreland@brattleboro.org](mailto:pmoreland@brattleboro.org)**

Any contact must be in writing only.

## **SECTION I – TIMETABLE**

**RELEASE DATE OF THE REQUEST FOR PROPOSALS:** July 27, 2023

**PRE-PROPOSAL CONFERENCE:** None

**SITE VISIT:** None

**QUESTIONS DUE:** August 15, 2023 at 4:00 PM EDT

**LAST ADDENDUM ISSUED:** August 22, 2023 at 4:00 PM EDT

**PROPOSAL DUE DATE AND TIME AND LOCATION:**

**DUE DATE:** August 29, 2023

**TIME:** 4:00 PM EDT

**LOCATION:** Proposals shall be submitted in writing and addressed as follows to:

John Potter, Town Manager

ATTN: Emergency Medical Services RFP

Town of Brattleboro

230 Main Street, Suite 208

Brattleboro, Vermont 05301

*E-mailed or faxed proposals will not be accepted.*

*Proposals received at this Location after the Proposal Due Date and Time are late and shall not be accepted.*

**ANTICIPATED CONTRACT START DATE:** July 1, 2024

## **SECTION II – SUMMARY OF THE REQUEST FOR PROPOSALS**

### **PURPOSE OF THE RFP**

The purpose of this RFP is to solicit proposals for an EMS ambulance service contract to provide Town of Brattleboro residents and visitors with comprehensive, high quality, emergency medical services (EMS, including full 911 emergency care and transport) in a professional manner and with great customer satisfaction. Proposals will be considered from single firms or joint ventures. The Town will entertain any of a range of EMS approaches including ones that provide dedicated ambulances or ambulances that are shared with other municipalities, as well as approaches that rely on Town of Brattleboro Fire Department personnel and equipment to provide some level of emergency response or that do not.

### **ANTICIPATED CONTRACT TERM**

It is anticipated that the term of the contract awarded from this RFP will be for five (5) years starting on July 1, 2024. The contract may include a two-year option to renew. The Town of Brattleboro reserves the right, prior to award of the contract, to determine the length of the initial contract term and each option to renew, if any.

### **ANTICIPATED PAYMENT STRUCTURE**

It is anticipated that the payment structure of the contract awarded from this RFP will be progress payments made monthly. The Town of Brattleboro will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the Town's best interest.

## **SECTION III – FORMAT AND CONTENT OF THE PROPOSAL**

### **GENERAL INSTRUCTIONS**

Proposers should provide all information required and in the format below. The proposal should be typed and the pages numbered. Four (4) copies of the proposal plus the original need to be submitted. No electronic submittals will be accepted.

### **PROPOSAL PACKAGE**

The proposer's Proposal Package shall include one copy of each of the following in the following order:

- Proposal Cover Letter (APPENDIX A)
- Entity Statement
- Technical Proposal (see APPENDIX B)
- Statement of Qualifications
- Acknowledgment of Addenda (APPENDIX D)
- Cost Proposal (APPENDIX C) in a separate sealed envelope

The sealed outer envelope or package enclosing the materials submitted in response to this RFP should have two labels indicating (1) the proposer's name, address, as well as the name and telephone number of the Proposer's Authorized Representative; and (2) the name and address of the Town Manager with "ATTN: Emergency Medical Services RFP" marked prominently.

### **PROPOSAL COVER LETTER**

The Proposal Cover Letter form (APPENDIX A) conveys the proposer's Proposal to the Town. It should be completed, signed, and dated by an authorized representative of the proposer.

### **ENTITY STATEMENT**

The Entity Statement is a clear and concise description of the proposing entity which includes the following: (1) a statement as to whether the entity is a single firm or a multi-firm venture; (2) a description of the nature of the entity; and (3) a list of all sub-contractors, if any, that are part of the proposal.

### **TECHNICAL PROPOSAL**

The Technical Proposal is a narrative which addresses all the items requested on the appropriate Proposal Response checklist (APPENDIX B). The checklists are distinguished by Type of Proposal. The explanation for each different Type is provided in APPENDIX B. If the proposer chooses to submit for more than one Type of proposal, a separate Proposal Package will be required for each Type.

## **STATEMENT OF QUALIFICATION**

The Statement of Qualification should include the following: (1) business and financial references; (2) the most recent audited financial statements for the organization; (3) a list of similar work performed, identifying current status; (4) an organization chart identifying the names and titles of proposed team members and their reporting relationships; and (5) a resume or summary of experience for key team members, including past performance, work experience, certifications, and qualifications.

## **COST PROPOSAL**

The Cost Proposal indicating the complete payment for the services proposed in response to this RFP must be submitted in a separate, sealed envelope, within the Proposal Package. See APPENDIX C for the Cost Proposal form.

If proposer proposes Start-Up Costs, these must be detailed by line item and purpose in an attachment to the Cost Proposal form. If proposer would like to propose a payment arrangement other than as anticipated on the Cost Proposal form (such as a risk and revenue sharing approach or any incentives or disincentives), then describe the alternative arrangement in as much detail as possible on an attachment.

## **ACKNOWLEDGMENT OF ADDENDA**

The Acknowledgment of Addenda form (APPENDIX D) serves as the proposer's acknowledgment of the receipt of addenda, if any, to this RFP. The proposer should complete their acknowledgment as instructed on the form.

## **SECTION IV – PROPOSAL EVALUATION AND CONTRACT AWARD**

### **EVALUATION PROCEDURES**

All Proposal Packages received by the Town will be reviewed to determine whether they are responsive to the requirements of this RFP. Proposals which are determined to be non-responsive will be rejected. The Town's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria. Although discussions may be conducted with proposers submitting acceptable proposals, the Town reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical and cost terms.

### **EVALUATION CRITERIA**

- Quality of the proposed approach as described in the Technical Proposal: 50%
- Demonstrated quality of successful municipal relationships and relevant experience: 20%
- Demonstrated level of organizational capability: 20%
- Reasonableness and competitiveness of cost proposal: 10%

### **BASIS FOR CONTRACT AWARD**

A contract, if awarded, will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Contract award shall be subject to the timely completion of contract negotiations between the Town and the selected proposer. The Town reserves the right to reject any or all proposals as may be in the best interests of the Town.

## SECTION V – GENERAL INFORMATION FOR PROPOSERS

1. Proposers should carefully examine the entire RFP. The proposer will be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document will in no way relieve proposers from any obligation with respect to this proposal.
2. All communications, including any questions on the RFP, should be submitted in writing to the Town's Authorized Contact Person listed on page one. Additional information on this project and answers to any questions received by the Town regarding this RFP will be posted at <https://www.brattleboro.org/emsproject>. Questions from proposers on the RFP are due by August 15, 2023 at 4:00 PM EDT. Any questions received after that time will not be guaranteed to be answered or addressed by any addenda.
3. Proposers must disclose any potential conflicts of interest.
4. Proposers shall hold their price firm and subject to acceptance by the Town for a minimum period of one hundred and twenty (120) days from the opening of proposals on August 29, 2023.
5. The Town reserves the right to entertain contract proposals for EMS but may instead choose not to award any contract and deliver EMS using existing Town departments. If a contract award is made, the Town reserves the right to select a contractor that is deemed most advantageous to the Town and is not obligated to accept the lowest price proposal.
6. The Town will contact and evaluate proposer's references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
7. Proposers are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the proposer can submit to the Town. Proposers should not assume that they will be afforded the opportunity to clarify, discuss, or revise the proposal.
8. If an award is made it will be by means of a written agreement with the proposer. A model contract with general provisions expected to be included is provided in APPENDIX E. All negotiations will be confidential and not subject to disclosure to competing proposers until a written agreement is fully executed.
9. Proposers must supply the most recent audited and certified financial statement of the corporation, as satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Town will make the final determination as to the proposer's ability.



10. The Town reserves the right, in case of contractor default, to procure the services from other sources and hold the defaulting contractor responsible for any excess costs occasioned thereby.
11. It is the responsibility of the prospective contractor to review the entire RFP packet and to notify the Town of Brattleboro using the method described in #2 if the specifications are ambiguous or if they have been formulated in the manner that would unnecessarily restrict competition.
12. Proposers may submit more than one Type of proposal. Proposers should treat a proposal for a second Type of service as a separate proposal and do so by submitting a separate Proposal Package
13. The Town reserves the right to waive minor discrepancies or technicalities when it is in the best interests of the Town. If discrepancies between sections or other errors are found in a proposal, the Town may reject the proposal; however, the Town may, at its sole option, correct any arithmetical errors in price. The Town may waive any immaterial deviation or defect in a proposal. The Town's waiver of an immaterial deviation or defect will in no way modify the RFP documents or excuse the proposer from full compliance with the RFP requirements, if a contract is awarded.
14. Any proposer that is awarded a contract with the Town may not subcontract or assign to another contractor the award or any part thereof without the prior written consent of the Town of Brattleboro.
15. Any statement or words (i.e., must, shall, will etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being determined non-responsive and disqualified.
16. Proposers are hereby notified that failure to include any information requested may be just cause for rejection of the proposal.

## **SECTION VI – SCOPE OF WORK**

### **INTRODUCTION**

The Town of Brattleboro occupies roughly 32 square miles of land, with a road network consisting of 87 total miles (25 miles on gravel - 62 miles on pavement). The town has a population of 12,184, with approximately 2/3 living in the urban compact and 1/3 living in a rural setting.

### **CALL VOLUMES**

Interested providers should expect approximately 3,050 calls for service annually, of which approximately 2,045 would result in transport to Brattleboro Memorial Hospital. Of these transport calls, approximately 31% would be expected to be Advanced Life Support (ALS) calls and the remaining 69% would be Basic Life Support (BLS) calls. An estimated 27% of all calls are expected to be Emergent Responses (aka “lights and sirens”). These are calls that are of a potentially life-threatening nature such as stroke, cardiac arrest, difficulty breathing, major trauma, and motor vehicle accidents. The remaining estimated 73% of calls would be expected to be flow of traffic.

Over the past 12 months, on 480 occasions (15.78%) a second EMS call occurred while one was already underway, and on 58 occasions (1.91%) a third EMS call occurred while two calls were underway.

### **RESPONSE TIMES AND PAYER MIX**

Over the past 12 months, 90% of all calls in Brattleboro were responded to in 8 minutes and 7 seconds (8:07) or less, and 90% of Emergent Response calls involving lights and sirens were responded to in 6 minutes and 24 seconds (6:24) or less. Applicants should consider this response time as an acceptable standard for this community.

The payer mix over this period consisted of approximately 41% Medicare, 10% Managed Medicare, 29% Medicaid customers, 13% Private Insurance, 4% Private Pay, and 3% Veterans Administration

### **SERVICE REQUIRED**

The intent of this RFP is to solicit proposals to provide comprehensive EMS (911 Emergency Care and Transport) within the Town of Brattleboro. An ambulance service provides a wide range of tasks, all aimed at delivering quality emergency medical care and transportation to patients in need. These tasks can be categorized into several main areas:

1. Emergency Response:
  - Receiving and managing emergency calls.
  - Triaging patients.
  - On-scene assessment.

- Stabilization.
  - Extrication.
2. Medical Care:
- Advanced Life Support including advanced medical interventions, such as administering medications, intubation, and cardiac monitoring.
  - Basic Life Support including essential medical care, such as CPR, wound dressings, splinting, and oxygen administration.
  - Pain management.
  - Airway management.
3. Patient Transport:
- Safe transfer.
  - Monitoring during transport.
4. Medical Communications:
- Radio communication.
  - Handover reports.
5. Infection Control:
- Ensuring a clean and sanitized environment within the ambulance.
  - Adhering to infection control protocols.
6. Vehicle Maintenance and Preparedness:
- Routine vehicle checks.
  - Providing replacement ambulance.
  - Specialized equipment.
  - Restocking supplies.
7. Community Education and Training:
- Public education.
  - Customer base outreach and relationships.
  - Training.
8. Administration:
- Billing.
  - Customer complaints.
  - Human Resources.
  - Technology, data collection, and reporting.
  - Policy and leadership.

Proposers are encouraged to describe in detail, in their Technical Proposal, their firm's understanding of the necessary clinical and support activities and their approach to them, and any additional tasks that they consider critical to the scope of work for an ambulance provider. Technical Proposals should identify advantages that proposers can offer, through experience, values, technology, training, innovation, relationships, and so forth, in conducting these activities in the Town of Brattleboro.

If a contract is awarded, the resulting Contractor shall be responsible for providing service to all calls for emergency response within the boundary of the Town of Brattleboro. The Contractor shall maintain its status as a licensed ambulance service as required to operate in the State of Vermont and provide Advanced Life Support (ALS) emergency medical care and adhere to Vermont statewide protocols.

All ambulances placed in service by the Contractor shall meet all applicable State of Vermont licensing requirements and maintain appropriate motor vehicle and EMS State inspection status. All ambulances shall be maintained in good order, kept clean according to OSHA standards, and carry all functional equipment and supplies necessary to operate at the advanced life support (ALS) level. All ambulances must be prepared to travel in inclement weather conditions, including snow or ice. All ambulances shall have mobile and portable radio equipment capable of communicating with Brattleboro Memorial Hospital, Brattleboro Central Dispatch, and all Brattleboro Fire, and Department of Public Works response personnel.

The Contractor must provide and pay for all administration, billing, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls for service within the Town of Brattleboro.

The Contractor must apply for, secure, maintain, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law.

The Contractor must 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.

The Contractor must comply with all Town of Brattleboro Emergency Operations Plans. The Contractor will participate in the Town of Brattleboro Emergency Operations Planning Committee for how to respond to large scale events.

The Contractor must have a paramedic on duty during every shift, 24 hours per day.

**APPENDIX A  
PROPOSAL COVER LETTER**

**EMERGENCY MEDICAL SERVICES**

**PROPOSER'S NAME:** \_\_\_\_\_

**PROPOSER'S ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TAX IDENTIFICATION NUMBER:** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## APPENDIX B

### PROPOSAL RESPONSE CHECKLISTS

#### GENERAL INFORMATION

The Town will consider proposals to provide emergency medical services using one of four Types of approach that could serve the community well. These are described below. Proposers shall respond with a Technical Proposal that fits one of these model Types and addresses all the questions and topics listed in the appropriate Proposal Response Checklist. The Proposal Response Checklists are based on the following four types of emergency medical service:

Type 1 – Dedicated (Hybrid): This type of proposal relies on Assets<sup>1</sup> that are dedicated to delivering EMS solely within the Town of Brattleboro boundaries and relies in some way on municipal personnel to serve as first responders.

Type 2 – Dedicated (Fully Contracted): This type of proposal relies on Assets that are dedicated to delivering EMS solely within the Town of Brattleboro boundaries and does not rely in any way on municipal personnel to serve as first responders.

Type 3 – Shared (Hybrid): This type of proposal relies on a set of Assets that are shared across a service area that is larger than the Town of Brattleboro and relies in some way on municipal personnel to serve as first responders.

Type 4 – Shared (Fully Contracted): This type of proposal relies on a set of Assets that are shared across a service area that is larger than the Town of Brattleboro and does not rely in any way on municipal personnel to serve as first responders.

Proposers shall select the Proposal Response Checklist for the Type of proposal they are making and use that as the format for their Technical Proposal. Technical Proposals should follow the order of the checklist selected and thoroughly and completely address each of the items.

Proposers may submit more than one Type of proposal. Each will be evaluated separately on its merits. Proposers should treat a proposal for a second Type of service as a separate proposal and do so by submitting a separate Proposal Package. For example, submit your “Dedicated (Hybrid)” proposal in one sealed Proposal Package, including relevant Technical and Cost Proposals, but submit your second “Shared (Hybrid)” proposal in a separate sealed Proposal Package including relevant Technical and Cost Proposals.

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<sup>1</sup> “Assets” are defined as equipment and personnel used to deliver emergency medical services.

**PROPOSAL RESPONSE CHECKLIST**  
**TYPE 1 – DEDICATED (HYBRID) EMS SERVICE**

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- Proposer Name
- Business Address
- Proposer’s Authorized Representative (Name, Phone Number, Email)
- Describe and Detail the Scope of Work as Proposer Understands It
- Proposed approach to the work tasks on an operational basis but also including start up tasks, if any, with timeline
- Municipal employees would serve as first responders on what type of calls?
  - Only Emergent Response Calls (aka life-threatening “lights and sirens”)
  - Only non-Emergent Response Calls
  - All Calls
  - Other - Please describe.
- Address how you would propose that relations between municipal first responders and proposer’s employees be managed and optimized.
- Identify the number of ambulances (including age) of the ambulance fleet that would be dedicated to Brattleboro.
- Identify the total personnel complement that proposer would dedicate to Brattleboro including a description of the number of paramedics, AEMTs, EMT-certified providers, supervisors, and administrative staff by function.
- Location(s) of proposer’s base of operations.
- Do you propose to use Town of Brattleboro central dispatch services or not?
- Over the past 12 months, 90% of all calls in Brattleboro were responded to in 8:07 or less, and 90% of Emergent Response calls involving lights and sirens were responded to in 6:24 or less. Describe whether your proposal would guarantee these response times or not. If you cannot guarantee these response times, please explain why and/or what other response metrics you would propose.
- Describe your approach to billing and collection including how rates would be set and adjusted.
- How you would propose the Town should evaluate proposer performance, including customer service, under the anticipated contract.

**PROPOSAL RESPONSE CHECKLIST**  
**TYPE 2 – DEDICATED (FULLY CONTRACTED) EMS SERVICE**

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- Proposer Name
- Business Address
- Proposer's Authorized Representative (Name, Phone Number, Email)
- Describe and Detail the Scope of Work as Proposer Sees It
- Proposed approach to the work tasks on an operational basis but also including start up tasks, if any, with timeline
- Identify the number of ambulances (including age) of the proposer's ambulance fleet that will be dedicated to Brattleboro.
- Identify the total personnel complement that proposer would dedicate to Brattleboro including a description of the number of paramedics, AEMTs, EMT-certified providers, supervisors, and administrative staff by function.
- Location(s) of proposer's base of operations.
- Do you propose to use Town of Brattleboro central dispatch services or not?
- Over the past 12 months, 90% of all calls in Brattleboro were responded to in 8:07 or less, and 90% of Emergent Response calls involving lights and sirens were responded to in 6:24 or less. Describe whether your proposal would guarantee these response times or not. If you cannot guarantee these response times, please explain why and/or what other response metrics you would propose
- Describe your approach to billing and collections including how rates would be set and adjusted.
- How you would propose the Town should evaluate proposer performance, including customer service, under the anticipated contract.



**PROPOSAL RESPONSE CHECKLIST**  
**TYPE 3 – SHARED (HYBRID) EMS SERVICE**

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- Proposer Name
- Business Address
- Proposer’s Authorized Representative (Name, Phone Number, Email)
- Describe and Detail the Scope of Work as Proposer Sees It
- Proposed approach to the work tasks on an operational basis but also including start up tasks, if any, with timeline
- Municipal employees would serve as first responders on what type of calls?
  - Only Emergent Response Calls (aka life-threatening “lights and sirens”)
  - Only non-Emergent Response Calls
  - All Calls
  - Other - Please describe.
- Address how you would propose that relations between municipal first responders and proposer’s employees be managed and optimized.
- Identify the number of ambulances (including age) in the proposer’s ambulance fleet and the total service area to be served by this fleet.
- Identify the total personnel complement that proposer would use for the service area that includes Brattleboro including the number of paramedics, AEMTs, EMT-certified providers, supervisors, and administrative staff by function?
- Location(s) of proposer’s base of operations.
- Do you propose to use Town of Brattleboro central dispatch services or not?
- Over the past 12 months, 90% of all calls in Brattleboro were responded to in 8:07 or less, and 90% of Emergent Response calls involving lights and sirens were responded to in 6:24 or less. Describe whether your proposal would guarantee these response times or not. If you cannot guarantee these response times, please explain why and/or what other response metrics you would propose.
- Describe your approach to billing and collections including how rates would be set and adjusted.
- How you would propose the Town should evaluate proposer performance, including customer service, under the anticipated contract.

**PROPOSAL RESPONSE CHECKLIST**  
**TYPE 4 – SHARED (FULLY CONTRACTED) EMS SERVICE**

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- Proposer Name
- Business Address
- Proposer's Authorized Representative (Name, Phone Number, Email)
- Describe and Detail the Scope of Work as Proposer Sees It
- Proposed approach to the work tasks on an operational basis but also including start up tasks, if any, with timeline
- Identify the number of ambulances (including age) in the ambulance fleet and the total service area to be served by this fleet.
- Identify the total personnel complement that proposer would use for the service area that includes Brattleboro including the number of paramedics, AEMTs, EMT-certified providers, supervisors, and administrative staff by function?
- Location(s) of proposer's base of operations.
- Do you propose to use Town of Brattleboro central dispatch services or not?
- Over the past 12 months, 90% of all calls in Brattleboro were responded to in 8:07 or less, and 90% of Emergent Response calls involving lights and sirens were responded to in 6:24 or less. Describe whether your proposal would guarantee these response times or not. If you cannot guarantee these response times, please explain why and/or what other response metrics you would propose.
- Describe your approach to billing and collections including how rates would be set and adjusted.
- How you would propose the Town should evaluate proposer performance, including customer service, under the anticipated contract.

**APPENDIX C**  
**COST PROPOSAL**  
**EMERGENCY MEDICAL SERVICES**

**PROPOSER'S NAME:** \_\_\_\_\_

**PROPOSAL TYPE:** \_\_\_\_\_

**LUMP SUM START-UP COSTS, IF ANY:** \_\_\_\_\_

**FIRST YEAR ANNUAL FLAT FEE:** \_\_\_\_\_

**SECOND YEAR ANNUAL FLAT FEE:** \_\_\_\_\_

**THIRD YEAR ANNUAL FLAT FEE:** \_\_\_\_\_

**FOURTH YEAR ANNUAL FLAT FEE:** \_\_\_\_\_

**FIFTH YEAR ANNUAL FLAT FEE:** \_\_\_\_\_

*If proposer proposes Start-Up Costs, these must be detailed by line item and purpose in an attachment to the Cost Proposal form. If proposer would like to propose a payment arrangement other than as anticipated on the Cost Proposal form (such as a risk and revenue sharing approach or any incentives or disincentives), then describe the alternative arrangement in as much detail as possible on an attachment.*

**AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPENDIX D**

**ACKNOWLEDGMENT OF ADDENDA**

**EMERGENCY MEDICAL SERVICES**

**DIRECTIONS:** Complete Part I or Part II below, whichever is applicable.

**PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP:**

**ADDENDUM #1, DATED:** \_\_\_\_\_

**ADDENDUM #2, DATED:** \_\_\_\_\_

**ADDENDUM #3, DATED:** \_\_\_\_\_

**ADDENDUM #4, DATED:** \_\_\_\_\_

**ADDENDUM #5, DATED:** \_\_\_\_\_

**PART II:**

\_\_\_\_\_ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP**

**PROPOSER'S NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## APPENDIX E

### MODEL CONTRACT

This Contract is entered into on *[month day, year]*, by and between *[Municipality]* (hereinafter “Municipality”) and *[Contractor Name]*, a *[type of entity such as “limited liability corporation”]* with a principal place of business in *[location]*, Vermont, with a mailing address of *[mailing address]*, (hereinafter “Contractor”) for services to Municipality. Municipality and Contractor are referred to collectively as “parties.”

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

#### ARTICLE 1: SERVICES PROVIDED

Contractor agrees to perform the following service(s) according to the following timelines or schedule:

*[Describe the service(s) to be provided and any applicable timelines or schedules for starting and/or completing the work.]*

Contractor shall perform all services required under this Contract in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Municipality, if any. Municipality has the right to inspect and may reject any services provided by Contractor under this Contract that, in the Municipality’s determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

#### ARTICLE 2: COMPENSATION AND BILLING

Compensation for the above services will be *[Terms for rate of payment and timing of payment]*.  
**Invoices and Billing:** *[Terms and timing for invoicing and billing]*.

#### ARTICLE 3: TERM

The term of this Contract shall be from *[start date]* to *[end date]*. The term of the Contract may be extended only by mutual written agreement of the parties.

#### ARTICLE 4: INDEPENDENT CONTRACTOR

Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between

Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits.

## **ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING**

This Contract is binding upon and inures to the benefit of the heirs, successors, and assigns of the parties hereto. Neither party hereto may assign its rights or obligations under the Contract without the prior written consent of the other party. This Contract shall be governed by the laws of the State of Vermont.

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of Municipality and subject to such conditions and provisions as Municipality may deem necessary or desirable in its sole discretion. If Municipality permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing Municipality certificates of insurance showing all of the coverages required in Article 9 of this Contract. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Municipality may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within [number] days of receiving payment from Municipality.

## **ARTICLE 6: EQUIPMENT AND MATERIALS**

Contractor warrants that it has the necessary equipment to provide the services required by this Contract. All materials used or supplied under this Contract shall be of first quality and meet the specifications established by Municipality, if any. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this Contract. Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses, or temporary work related to signs, cones, or other traffic controlling equipment.

Municipality is exempt from sales tax on purchases for materials and products that are permanently incorporated into the infrastructure. Contractor shall pay all legal costs and assessed penalties for improper use of the municipality's exemption certificate number.

## **ARTICLE 7: PERSONNEL**

Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by the Municipality and shall oversee and coordinate sub-contractors that are approved by Municipality. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment. The Contractor must certify to the Municipality that all drivers operating a commercial motor vehicle are in a federally mandated random drug and

alcohol testing program that complies with Federal Motor Carrier Safety Administration (FMCSA) requirements.

Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from FMCSA and Vermont Occupational Safety and Health Administration (VOSHA).

Contractor further agrees to include this provision in all subcontracts.

## **ARTICLE 8: INDEMNIFICATION**

Contractor shall indemnify and hold harmless Municipality, and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys' fees, liens, and judgments of every nature and description, brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities (both public and private). All damage, injury, or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

## **ARTICLE 9: INSURANCE**

**Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect.** Contractor agrees that it will provide and maintain during the entire term of this Contract the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Contract: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts Contractor from having to carry such coverage.

The Contractors policies shall name the Municipality as an additional insured.

## **ARTICLE 10: WARRANTY AND BOND**

Contractor warrants all work performed under this Contract for a period of one year from the date the work is completed and accepted by Municipality. The warranty must be secured by either Contractor's performance bond or such other security as is acceptable to Municipality.

## **ARTICLE 11: NON-APPROPRIATION**

If this Contract extends into more than one fiscal year of the Municipality and if appropriations are insufficient to support this Contract, the Municipality may cancel at the end of the fiscal year. In the case that this Contract is a Grant that is funded in whole or in part by federal or State funds, and in the event federal or State funds become unavailable or reduced, the Municipality may suspend or cancel this Grant immediately, and the Municipality shall have no obligation to pay Contractor from municipal revenues.

## **ARTICLE 12: TERMINATION**

Municipality may terminate this Contract, with or without cause, upon 30 days written notice.

## **ARTICLE 13: DEFAULT**

The occurrence of any of the following shall constitute default by Contractor and, if not corrected within 10 days of Municipality providing Contractor written notice of the default, shall allow Municipality to terminate this Contract:

- (1) failure to adequately perform or deliver the required services;
- (2) if applicable, failure to provide the required bonds or other security acceptable to Municipality before starting any work;
- (3) declaration of bankruptcy by Contractor;
- (4) making a material misrepresentation to Municipality;
- (5) persistently disregarding laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
- (6) failure to perform any other material provision of this Contract.

Upon default of this Contract by Contractor, Municipality may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Municipality.



Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The Municipality and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.

In addition to the above, in the event of a State or Federal Disaster Declaration, Municipality reserves the right to suspend certain provisions of this Contract to conform with FEMA or Vermont Emergency Management regulations and directives.

Upon completion of the work or upon termination of the Contract, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Municipality at the expense of the Contractor.

#### **ARTICLE 14: REMEDIES**

Default or breach of this contract by Contractor shall entitle Municipality to seek remedies under law and as provided by this Contract. In the event this Contract is terminated by reason of default by Contractor, Municipality may recover the necessary costs of termination, including but not limited to, administrative, attorneys' fees and legal costs, from Contractor. Except when caused by uncontrollable circumstances, if Contractor fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, Municipality shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete. Municipality may deduct as damages from any money due or coming due to Contractor the differences between Contractor's price and the higher price or the costs of temporary items. Municipality may require Contractor, at Contractor's sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or Municipality directives.

Any remedies available to Municipality are cumulative and not exclusive. The seeking or exercising by Municipality of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

#### **ARTICLE 15: ARBITRATION**

Should disputes arise between the Contractor and the Municipality about this Contract or any related matter, the parties agree to arbitrate any such controversy, pursuant to the Vermont Arbitration Act, 12 V.S.A. § 5651 et seq.

## **ARTICLE 16: CONTRACT DOCUMENTS**

This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to the Addendum unless said changes, modifications, or amendments are in writing duly executed by the parties.

## **ARTICLE 17: SEVERABILITY**

The provisions of this Contract are severable and if a court of competent jurisdiction holds any portion of this Contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties do hereby execute this Contract on the day and year first written above.

**MUNICIPALITY: By the members of its Selectboard:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Witness as to Municipality

**CONTRACTOR:**

By: \_\_\_\_\_  
*[Name and title]*, duly authorized representative of Contractor

In the presence of:

\_\_\_\_\_  
Witness as to Contractor

**ACKNOWLEDGMENT OF ARBITRATION**

We understand that this Contract contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

**MUNICIPALITY: By the members of its Selectboard:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Witness as to Municipality

**BY CONTRACTOR:**

By: \_\_\_\_\_  
[Name and title], duly authorized representative of Contractor

In the presence of:

\_\_\_\_\_  
Witness as to Contractor