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VAMC Manchester,
New Hampshire

Response to Ambulance Transport Service
Request for Proposal (RFP)
VA241-14-R-0062



FOR IMMEDIATE RELEASE

June 1, 2014

Contact: Michael Woronka
Chief Executive Officer
978-253-2606
mworonka@actionems.com



Portsmouth Regional Hospital
Parkland Medical Center

Wilmington, MA – Action Ambulance Service is pleased to announce the awarding of a complex transportation management contract by two Healthcare Corporation of America (HCA) New Hampshire Hospitals, Parkland Medical Center and Portsmouth Regional Hospital.

This unique agreement combines a complete transportation management solution for both hospitals with call center client management and additional advanced clinical concepts that will be combined to help keep readmission rates for both facilities at a continued rate which is substantially below the national average.

“Action Ambulance Service is pleased to see the organizations that make up HCA-New Hampshire is a forward thinking organization that is engaging a partner that shares a common vision in the rapidly changing health care environment.”, states Michael Woronka, Action’s CEO.

Action will initiate services to HCA New Hampshire facilities on August 1, 2014.



Awards and Accreditations

IN EMERGENCY SITUATIONS YOU CAN NEVER
HAVE TOO MUCH TRAINING!

Action Ambulance Service prides itself in being a nationally recognized award winning company. The positive recognition we receive differentiates Action Ambulance Service from the competition and demonstrates our value and commitment the communities we serve.



ACTION HAS BEEN CAAS ACCREDITED SINCE 2008

Why should you chose to work with a CAAS accredited agency?

There is a comfort in knowing that your provider meets the highest national standards for the medical transportation industry-standards that often exceed those of local and state EMS regulatory bodies. In fact, the CAAS standards can serve as a guide to evaluating contract service bids. Using a CAAS accredited agency ensures that your community will receive first rate patient care. Agency personnel are properly trained and credentialed and ambulances and equipment are meticulously stocked and maintained.

CAAS accredited agencies' detailed record keeping and analysis ensures that they are meeting your local emergency response plan. Because accreditation leads to improved claims processing and reimbursement procedures, your liability is decreased. (CAAS accredited agencies have actually used the standards in defense of lawsuits.) CAAS accredited agencies' mutual aid agreements ensure that they will be ready to play an active role in any disaster that could befall your community.

CAAS' demanding standards cover all organizational and financial management practices to assure the greatest efficiency in your business dealings. CAAS accredited agencies are committed to partnering with their communities and healthcare systems to provide prevention and safety education programs. Last, but not least, you can count on continuous quality improvement in your ambulance service. Consistent quality improvement at all operational levels is the ultimate goal and higher duty of the CAAS accredited agency.





EMD CERTIFIED

National Academies of Emergency Dispatch

The Mission of the International Academies of Emergency Dispatch:

"To advance and support the public-safety emergency telecommunications professional and ensure that citizens in need of emergency, health, and social services are matched safely, quickly, and effectively with the most appropriate resource."

The Mission of the College of Fellows: "To conduct an on-going review of the current standards of care and practice in EMD, Fire, Police, and other areas of public safety telecommunications and evaluate the tools and mechanisms used to meet or exceed those standards."

The NAED is a non-profit standard-setting organization promoting safe and effective emergency dispatch services world-wide. Comprised of three allied Academies for medical, fire and police dispatching, the NAED supports first-responder related research, unified protocol application, legislation for emergency call center regulation, and strengthening the emergency dispatch community through education, certification, and accreditation.



ACE DISPATCH ACCREDITATION

Accredited Center of Excellence (Pending)

"An ACE can't be about one person deciding it has to be done," he said. "An ACE is about everyone at all levels of the communications center. To achieve, it has to be made part of the culture."

The ACE distinction takes the commitment to fulfill the Academy's Twenty Points of Accreditation, and the Twenty Points must be completed for each accreditation a center decides to pursue.

Accredited Centers share a common goal of improving public care and maximizing the efficiency of 911 systems. The National Academies of Emergency Dispatch, through its College of Fellows, has established a high standard of excellence for emergency dispatch, providing the tools to achieve this high standard at both the dispatcher level through Certification, and at the communication center level through the Accreditation Program. Your center can join a growing number of Accredited Centers of Excellence across the U.S. and in other countries who provide superior, up-to-date public care and efficient resource utilization to achieve maximum results in emergency situations.





PIPEX AWARD FOR BUSINESSEXCELLENCE



Action Ambulance Service was awarded the Partners in Performance Excellence Award for BUSINESS PERFORMANCE EXCELLENCE in October of 2013

Partners in Performance Excellence exists to help organizations become more effective, competitive and sustainable through the use of the proven Baldrige Principles for Performance Excellence. By providing high-value and personalized assessments, training, benchmarking, networking and recognition, we enhance the growth of jobs and economic prosperity in our region. They make companies more effective, efficient, competitive, and sustainable — through the use of the proven Baldrige Criteria for Performance Excellence.

The Baldrige “Criteria” provides a systems perspective for understanding performance management. They reflect validated, leading-edge management practices against which an organization can measure itself. With their acceptance nationally and internationally as the model for performance excellence, the Criteria represents a common language for sharing best practices among organizations.

The Criteria is also the basis for the Partners in Performance Excellence Award and the Malcolm Baldrige National Quality Award processes.



Senator Richard Moore congratulates Action Ambulance Service for their forward thinking business practices. Pictured from Left to right from Action Ambulance Service are employees, Michelle Eddy Ackerman, Shaun Churchill, Andrew Joseph, Jennifer White, James Scolforo, Massachusetts Senator Richard Moore, and Michael Woronka



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BEST IN THE NATION

Action Ambulance Service has been awarded "The Stevie" for Best Overall Company of the Year for 2010, a finalist in 2010 for IT Department of the year and named as a finalist in 2009 Best Overall Company of the Year.

The Stevie® Award trophy is one of the world's most coveted prizes. Since 2002 the Gold Stevie Award has been conferred for achievement in business to organizations and individuals in more than 60 nations.

The American Business Award recognize companies that display innovation, dependability and outstanding performances in the workplace worldwide. Companies as diverse as Apple, Ford Motor Company, Life Technologies and PepsiCo are among those recognized. It is governed by a board of distinguished judges & advisors that features many of the leading figures in American business.



THE AMERICAN
BUSINESS AWARDS™



Michael Woronka accepting the American Business Award for Best Overall Company!

MASSEXCELLENCE AWARD



Action Ambulance Service was awarded the Mass Excellence Award for BUSINESS EXCELLENCE in May of 2010

The mission of MassExcellence is to help organizations in the states we serve become more excellent — effective, efficient, competitive, and sustainable — through the use of the proven Baldrige Criteria for Performance Excellence.

The Baldrige "Criteria" provides a systems perspective for understanding performance management. They reflect validated, leading-edge management practices against which an organization can measure itself. With their acceptance nationally and internationally as the model for performance excellence, the Criteria represents a common language for sharing best practices among organizations.

The Criteria is also the basis for the MassExcellence Performance Excellence Award and the Malcolm Baldrige National Quality Award processes.



Senator Richard Moore congratulates Michael Woronka & David Portman



MASSEXCELLENCE AWARD



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The Criteria is also the basis for the MassExcellence Performance Excellence Award and the Malcolm Baldrige National Quality Award processes.



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

1

2. AMENDMENT/MODIFICATION NO.

A00001

3. EFFECTIVE DATE

09-15-2014

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

None

6. ISSUED BY

CODE

Department of Veterans Affairs
VAMC Manchester718 Smyth Road
Manchester NH 03104

7. ADMINISTERED BY (If other than Item 6)

CODE

Department of Veterans Affairs
VAMC Manchester718 Smyth Road
Manchester NH 03104

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

To all Offerors/Bidders

(X)

9A. AMENDMENT OF SOLICITATION NO.

VA241-14-R-0062

X

9B. DATED (SEE ITEM 11)
09-15-2014

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Amendment to clarify and answer questions.

Please see attached

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Michael Woska CEV

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

9/17/14

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00241 Richard Coutermarsh

Department of Veterans Affairs

VAMC Manchester

BST Suite 105

718 Smyth Road

Manchester NH 03104

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

All Invoices from the Contractor shall be submitted electronically as per VAAR Clause 852.232-72 Electronic Submission of Payment Request <http://www.fsc.va.gov/einvoice.asp>

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE
VA241-14-R-0062 A00001.docx	September 15, 2014

Action Ambulance Service understands and acknowledges the terms set forth in section B.2 PERFORMANCE WORK STATEMENT.

CONTRACTOR ADMINISTRATIVE REPRESENTATIVE (Contact Person)

NAME: Michael Woronka

ADDRESS: 844 Woburn St. Wilmington MA 01887

TELEPHONE NO: (978) 253-2606

EMAIL ADDRESS: mworonka@actionambulance.com

FACSIMILE NO: (978) 253-2573



Michael Woronka, CEO

9/17/14

Date

B.3 Price/Cost Schedule

Base Year - October 1, 2014 through September 30, 2015

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Basic Life Support (BLS) Within 25 Miles from Point of Origin.	650.00	Trip		
2	Advanced Life Support (ALS) Within 25 Miles from Point of Origin.	225.00	Trip		
3	Mileage Rate beyond 25 miles radius of point of origin. (One way only) This rate is in addition to the per trip in items 1, 2 and 6.	30,778.00	Mile		
4	Furnishing oxygen per patient when required and ordered.	1,117.00	EA		
5	Waiting time (after 15 minute grace period) when required and verified.	20.00	1/4HR		
6	Furnishing an Additional Attendant when required. (Male or Female registered nurse) When required or ordered. One way only.	5.00	Trip		
				GRAND TOTAL	

PLEASE SEE PRICE PROPOSAL

Option Year 1 - October 1, 2015 through September 30, 2016

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Basic Life Support (BLS) Within 25 Miles from Point of Origin.	650.00	Trip		
2	Advanced Life Support (ALS) Within 25 Miles from Point of Origin.	225.00	Trip		
3	Mileage Rate beyond 25 miles radius of point of origin. (One way only) This rate is in addition to the rate per trip in items 1, 2 and 4 above.	30,778.00	Mile		
4	Furnishing oxygen per trip when required and ordered.	1,117.00	EA		
5	Waiting time (after 15 minute grace period) when required and verified.	20.00	1/4HR		
6	Furnishing an Additional Attendant when required. (Male or Female registered nurse) When required or ordered. One way only.	5.00	Trip		
				GRAND TOTAL	

PLEASE SEE PRICE PROPOSAL

Option Year 2 - October 1, 2016 through September 30, 2017

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Basic Life Support (BLS) Within 25 Miles from Point of Origin.	650.00	Trip		
2	Advanced Life Support (ALS) Within 25 Miles from Point of Origin.	225.00	Trip		
3	Mileage Rate beyond 25 miles radius of point of origin. (One way only. This rate is in addition to the rates for items 1, 2 and 3.)	30,778.00	Mile		
4	Furnishing oxygen per patient when required and ordered.	1,117.00	EA		
5	Waiting time (after 15 minute grace period) when required and verified.	20.00	1/4HR		
6	Furnishing an Additional Attendant when required. (Male or Female registered nurse) When required or ordered. One way only.	5.00	Trip		
				GRAND TOTAL	

Grand Total Base Year	
Grand Total Option year 1	
Grand Total Option year 2	
Total Base + 2 Option Years	

Action Ambulance Service understands, acknowledges and agrees with the terms set forth in all of SECTION C - CONTRACT CLAUSES



Michael Woronka, CEO

9/17/14
Date

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment A: Present-Past Performance Survey

A. GENERAL INFORMATION: Please correct any information below known to be inaccurate.

Solicitation Number: VA241-13-R-0567 Special Mode Transportation for Connecticut VAMC

Contractor's Name: Action Ambulance Service, Inc.

Address: 844 Woburn St., Wilmington, Ma 01887

Telephone: 978-253-2600

Point of Contact: Michael Woronka, CEO

Contractor Performed as the (X) prime Contractor, or the () Sub-Contractor

ATTACHMENT A - PRESENT/PAST PERFORMANCE SURVEY

A. GENERAL INFORMATION: Please correct any information below known to be inaccurate.

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Point of Contact: Michael Woronka, CEO

Contractor Performed as the (☒) **prime** Contractor, or the (☐) **Sub-Contractor**

B. RESPONDENT INFORMATION:

Name of Respondent: Susan Douglass Title: RN - Emergency Dept.

Respondent's Organization: NSMC - Salem Hospital

Address: 8 Highland Ave Salem, MA

Telephone Number: 978-354-3500 Fax Number: 978-744-8412

SIGNATURE Susan Douglass

C. EMAIL COMPLETED SURVEY FORM TO: Richard.coutermarsh@va.gov

Or mail it to

Richard Coutermarsh
NCO1/Manchester VAMC
718 Smyth Road
BST Suite 105
Manchester, NH 03104
(603) 624-4366 ext. 5802

PAST AND PRESENT PERFORMANCE SURVEY

D. PERFORMANCE INFORMATION: Choose and circle the number on the scale of 1-6 that most accurately describes the contractor's performance or situation.

CODE/PERFORMANCE LEVEL

- 1 UNSATISFACTORY** - Performance did not meet most contractual requirement. There were serious problems and the contractor's corrective actions were ineffective.
- 2 MARGINAL** - Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.
- 3 NONE** - No record of past performance or the record is inconclusive.
- 4 SATISFACTORY** - Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor was satisfactory.
- 5 VERY GOOD** - Performance met all contract requirements and exceeded some to the Government's benefit. There were a few minor problems which the contractor resolved in a timely effective manner.
- 6 EXCEPTIONAL** - Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly efficient manner.

The contractor: (1 being Very Bad and 6 being Very Good)

- | | | | | | | | |
|--|----------------|---|---|---|---|---|-----|
| 1. Contractor provided adequate supervision. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 2. Contractor provided experienced managers and supervisors with the technical and administrative abilities to meet contract requirements. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 3. Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 4. Corrected deficiencies in timely manner and pursuant to their quality control procedures. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 5. Provided timely resolution of contract discrepancies. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 6. Suggested alternative approaches to problems. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 7. Displayed initiative to solve problems. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 8. Cooperated with Government personnel after award | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 9. Contractor's compliance with contractual terms and conditions. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 10. Rate the overall contractor's performance under this contract. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 11. Would you award another contract to this contractor? If not, explain in "remarks." | Yes (✓) No () | | | | | | |

- Remarks I have been an emergency department nurse for 17 years. My experience with Action Ambulance has always been wonderful. Their paramedics & basic EMT's are professional and clinically excellent. Their Supervisors timely, thorough, and extremely accommodating. I would rate this company in the top of all ambulance services I have encountered. Wonderful staff and a pleasure to work with.
Susan Douglass RN.

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Telephone: 978-253-2600

Point of Contact: Michael Woronka, CEO

Contractor Performed as the (X) **prime** Contractor, or the () **Sub-Contractor**

B. RESPONDENT INFORMATION:

Name of Respondent: STEVEN P. SPARDELLA MD Title: Chief Medical Officer

Respondent's Organization: Hallmark Health System

Address: 585 Leominster St. Melrose Mass

Telephone Number: 781 979 3000 Fax Number: _____

SIGNATURE [Signature]

C. EMAIL COMPLETED SURVEY FORM TO: Richard.coutermarsh@va.gov

Or mail it to

Richard Coutermarsh
NCO1/Manchester VAMC
718 Smyth Road
BST Suite 105
Manchester, NH 03104
(603) 624-4366 ext. 5802

PAST AND PRESENT PERFORMANCE SURVEY

D. **PERFORMANCE INFORMATION:** Choose and circle the number on the scale of 1-6 that most accurately describes the contractor's performance or situation.

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- 4 SATISFACTORY** - Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor was satisfactory.
- 5 VERY GOOD** - Performance met all contract requirements and exceeded **some** to the Government's benefit. There were a **few minor problems** which the contractor resolved in a timely effective manner.
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The contractor: (1 being Very Bad and 6 being Very Good)

- | | | | | | | | |
|--|---|---|---|---|---|---|-----|
| 1. Contractor provided adequate supervision. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 2. Contractor provided experienced managers and supervisors with the technical and administrative abilities to meet contract requirements. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 3. Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 4. Corrected deficiencies in timely manner and pursuant to their quality control procedures. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 5. Provided timely resolution of contract discrepancies. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 6. Suggested alternative approaches to problems. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 7. Displayed initiative to solve problems. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 8. Cooperated with Government personnel after award | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 9. Contractor's compliance with contractual terms and conditions. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 10. Rate the overall contractor's performance under this contract. | 1 | 2 | 3 | 4 | 5 | 6 | N/A |
| 11. Would you award another contract to this contractor? If not, explain in "remarks." | Yes (<input checked="" type="checkbox"/>) No (<input type="checkbox"/>) | | | | | | |

VA241-14-R-0062

Remarks_____

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION AND

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (“HIPAA Rules”), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

Scope. Under this Agreement and other applicable contracts or agreements, will provide services to, for, or on behalf of VHA.

In order for to provide such services, VHA will disclose Protected Health Information to and will use or disclose Protected Health Information in accordance with this Agreement.

Definitions. Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

“Business Associate” shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to , including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

“Covered Entity” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to VHA.

“Protected Health Information” or “PHI” shall have the same meaning as described at 45 C.F.R. § 160.103. “Protected Health Information” and “PHI” as used in this Agreement include “Electronic Protected Health Information” and “E PHI.” For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

“Subcontractor” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a contractor of any person or entity, other than Covered Entity, that creates, receives, maintains, or transmits PHI under the terms of this Agreement.

Terms and Conditions. Covered Entity and Business Associate agree as follows:

1. Ownership of PHI. PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.

2. Use and Disclosure of PHI by Business Associate. Unless otherwise provided, Business Associate:

A. May not use or disclose PHI other than as permitted or required by this Agreement, or in a manner that would violate the HIPAA Privacy Rule if done by Covered Entity, except that it may use or disclose PHI:

- (1) As required by law or to carry out its legal responsibilities;
- (2) For the proper management and administration of Business Associate; or
- (3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

B. Must use or disclose PHI in a manner that complies with Covered Entity's minimum necessary policies and procedures.

C. May de-identify PHI created or received by Business Associate under this Agreement at the request of the Covered Entity, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

3. Obligations of Business Associate. In connection with any Use or Disclosure of PHI, Business Associate must:

A. Consult with Covered Entity before using or disclosing PHI whenever Business Associate is uncertain whether the Use or Disclosure is authorized under this Agreement.

B. Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as provided by this Agreement.

C. Provide satisfactory assurances that PHI created or received by Business Associate under this Agreement is protected to the greatest extent feasible.

D. Notify Covered Entity within twenty-four (24) hours of Business Associate's discovery of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI.

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to the Director, Health Information Governance, by email to VHABAAIssues@va.gov.

(3) Business Associate shall not notify individuals or HHS directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

(1) The written report of an incident as described above will document the following:

(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

(2) The written report shall be addressed to:

Director, Health Information Governance
Department of Veterans Affairs – Veterans Health Administration
Office of Informatics and Analytics (10P)
810 Vermont Avenue NW
Washington, DC 20420
and submitted by email at VHABAAIssues@va.gov

F. To the greatest extent feasible, mitigate any harm due to a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate.

G. Use only contractors and Subcontractors that are physically located within a jurisdiction subject to the laws of the United States, and ensure that no contractor or Subcontractor maintains, processes, uses, or discloses PHI in any way that will remove the information from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing.

H. Enter into Business Associate Agreements with contractors and Subcontractors as appropriate under the HIPAA Rules and this Agreement. Business Associate:

(1) Must ensure that the terms of any Agreement between Business Associate and a contractor or Subcontractor are at least as restrictive as Business Associate Agreement between Business Associate and Covered Entity.

(2) Must ensure that contractors and Subcontractors agree to the same restrictions and conditions that apply to Business Associate and obtain satisfactory written assurances from them that they agree to those restrictions and conditions.

(3) May not amend any terms of such Agreement without Covered Entity's prior written approval.

I. Within five (5) business days of a written request from Covered Entity:

(1) Make available information for Covered Entity to respond to an Individual's request for access to PHI about him/her.

(2) Make available information for Covered Entity to respond to an Individual's request for amendment of PHI about him/her and, as determined by and under the direction of Covered Entity, incorporate any amendment to the PHI.

(3) Make available PHI for Covered Entity to respond to an Individual's request for an accounting of Disclosures of PHI about him/her.

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an Individual's authorization to use or disclose PHI, if such change or revocation may limit Business Associate's Use and Disclosure of PHI or otherwise affect its ability to perform its obligations under this Agreement.

5. Amendment. Business Associate and Covered Entity will take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the HIPAA Rules or other applicable law.

6. Termination.

A. Automatic Termination. This Agreement will automatically terminate upon completion of Business Associate's duties under all underlying Agreements or by termination of such underlying Agreements.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, at its discretion, upon review as provided by Section 9 of this Agreement.

C. Termination for Cause. In the event of a material breach by Business Associate, Covered Entity:

(1) Will provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

(2) May terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

E. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate Agreement is in place.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement confers any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than Covered Entity and Business Associate, including their respective successors or assigns.

8. Other Applicable Law. This Agreement does not abrogate any responsibilities of the parties under any other applicable law.

9. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability and accuracy of the Agreement based on the circumstances that exist at the time of review.

10. Effective Date. This Agreement shall be effective on the last signature date below.

**Department of Veterans Affairs
Veterans Health Administration**

Action Ambulance Service Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: **Action Ambulance Service Inc.**
Name: **Michael Woronka**
Title: **CEO**
Date: **9/18/2014**



Michael Woronka, CEO

9/17/14
Date

SECTION E - SOLICITATION PROVISIONS

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

Action Ambulance Service understands, acknowledges and agrees with the terms in this section.

TECHNICAL PROPOSALS: Each offeror must submit a written technical proposal for evaluation which must provide sufficient information to demonstrate the corporate capabilities to satisfactorily perform the work involved. Technical Proposals must address the following:

SUB-FACTOR 1, MANAGEMENT APPROACH:

- Provide a plan describing Standard Operating Procedures (SOPs) that will be followed while conducting normal transportation activities. The contractor shall describe:

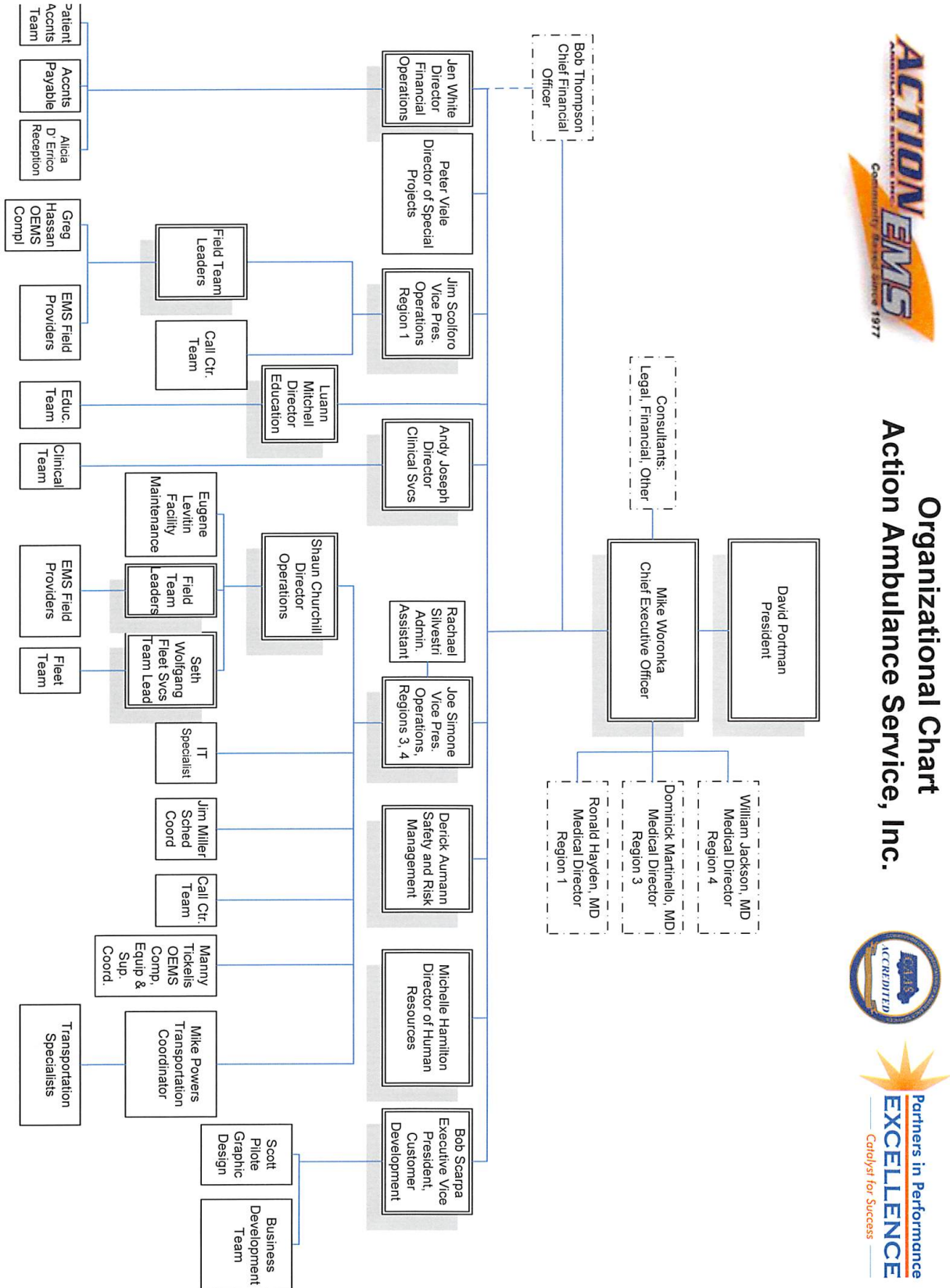
1. Company safety procedures in case of emergencies in transit.

Patient emergencies are covered in the [Statewide Treatment Protocols](#)

Non patient emergencies are covered in the Field Operations Policy and Procedure manual sections #7.07 and #7.11 found in [APPENDIX 1](#)

2. Operational procedures and site management structure.

Please reference our Field Operations Policy and Procedure manual in [APPENDIX 1](#) for our Operational procedures.



3. Quality assurance and quality control procedures.

Please reference our Clinical Policy and Procedure manual in [APPENDIX 2](#) for our quality assurance and quality control procedures.

4. Incident response procedures

POLICY:

The Incident Report form is used to thoroughly document a factual account of a specific event. Some of the events that automatically require an Incident Report are:

- ANY motor vehicle accident involving a company vehicle
- ANY equipment failure while on a call
- ANY on-duty personal injury
- ANY accident/injury to a person in our care or traveling in a company vehicle
- ANY complaint regarding the performance of Action or its employees
- ANY break in company policies or procedures
- ANY disagreement with other medical team members or agencies
- ANY out of the ordinary situation

Also, complete an Incident Report any time there may be, or further action is desired on a specific event. The report should be written as soon as possible after the incident.

An electronic incident report is still required after verbally reporting an incident to an Operations Team Leader, dispatcher or other team members.

PURPOSE:

To identify when and how to complete an Incident Report.

PROCEDURE:

All Incident Reports must be submitted via the Action web site incident reporting module and must be completed as follows:

Incident reports must not include patient names, but should use date and run# to identify the call and patient.

Incident reports MUST be thorough, accurate, and complete.

INCIDENT: Enter the date, time and exact location of the incident. Enter the names of any Action employee and/or other party involved in the incident.

NARRATIVE: The narrative should be a complete, factual description of the incident from the beginning to end. You need to be sure you answer the questions who, what, when, where, why and how in the report. Do not include personal opinions or editorial comments. Signoff the Incident Report on its completion.

In the event the electronic module is inaccessible, a Operations Team Leader must be immediately notified and paper report may be done. It must include the same information as above.

Turn the incident report in to an Operations Team Leader in person, unless instructed otherwise.

SUB-FACTOR 2, ORGANIZATIONAL STRUCTURE AND FLEET:

• Provide the following information regarding your organizational structure and fleet:

1. Basic description of transportation services offered and capabilities.

- Class I ambulances
- Class V response vehicles
- Wheelchair vans
- Wheelchair accessible passenger bus
- SPED Transportation Vehicles
- Ventilator Transportation
- Mass Incident Response Vehicle
- Dialysis Transportation
- All-Terrain Vehicles (ATV's) & trailer

Advanced Life Support (ALS)

ALS Ambulances are staffed with Massachusetts Certified Paramedics. Paramedics are the highest trained pre-hospital care providers, and they provide critical patient care in emergent and non-emergent situations.

OUR PARAMEDICS ARE TRAINED IN

- Advanced airway management
- I V therapy
- EKG and 12 lead monitoring,
- Advanced Cardiac Life Support (ACLS),
- Pediatric Advanced Life Support (PALS),

- Cardiac defibrillation and pacing,
- Medication administration & monitoring
- Ventilator Training

Our Paramedics train year round to ensure that they provide the very best emergency coverage to communities we serve.

Basic Life Support (BLS)

BLS Ambulances are staffed with two Massachusetts certified Emergency Medical Technicians (EMT). BLS Personnel are trained in basic airway management, bleeding control, CPR, orthopedic care, treating allergic reactions, assisting with delivery of newborn, and much more.

BLS UNITS ARE AVAILABLE FOR

- Local Emergency Rooms Visits and Discharges
- Dialysis Appointments
- Radiation Appointments
- Hospital Discharges

- Nursing Homes
- Rehabilitation Hospitals

BLS interfacility transfers can be scheduled in advance or on emergent basis.

Wheel Chair Transportation

Action Ambulance Service has a fleet of vehicles designed to transport patients who are confined to a wheel chair or who have difficulty ambulating. Our chairs vans are equipped with an automatic lift. The vans can accommodate up to three wheel chairs at time and up to three ambulatory clients.

2. Fleet description (number, types, and ages of vehicles)

Action Ambulance Service, Inc. maintains a fleet of over 40 ambulances, 18 Wheelchair vans, and 10+ support vehicles. With a constantly evolving fleet, so that vehicles are consistently turned over, our focus is on fleet safety, maintenance, and reliability. All of our ambulances are built to the Federal Government KKK-A-1822 standard specification, and are DPH/OEMS approved and licensed as Class I ambulances.

Vehicle ID	Year	Make	Type
177	14	FORD	Amb
178	14	FORD	Amb
179	14	FORD	Amb
180	14	FORD	Amb
181	14	FORD	Amb
182	14	FORD	Amb
183	14	FORD	Chair Car
184	14	FORD	Chair Car
164	13	FORD	Amb
165	13	FORD	Amb
166	13	FORD	Chair Car
171	13	FORD	Chair Car
172	13	FORD	Chair Car
173	13	FORD	Amb
174	13	FORD	Amb
175	13	FORD	Amb
176	13	FORD	Amb
158	11	FORD	Chair Car
159	11	FORD	Chair Car
161	11	FORD	Chair Car
162	11	FORD	Chair Car
163	11	FORD	Chair Car
137	09	FORD	Amb
138	09	FORD	Amb
139	09	FORD	Amb
140	09	FORD	Chair Car
141	09	FORD	Chair Car
142	09	FORD	Amb
143	09	FORD	Amb

144	09	FORD	Amb
145	09	FORD	Amb
146	09	FORD	Amb
147	09	FORD	Amb
148	09	FORD	Amb
127	08	FORD	Amb
128	08	FORD	Amb
129	08	FORD	Amb
130	08	FORD	Amb
132	08	FORD	Amb
134	08	FORD	Amb
135	08	FORD	Amb
136	08	FORD	Amb
185	08	FORD	Chair Car
186	08	FORD	Chair Car
187	08	FORD	Chair Car
118	07	FORD	Amb
119	07	FORD	Amb
120	07	FORD	Amb
122	07	FORD	Amb
123	07	FORD	Amb
124	07	FORD	Amb
125	07	FORD	Amb
116	06	FORD	Amb
117	06	FORD	Amb
112	03	FORD	Chair Car
114	03	FORD	Chair Car
115	03	FORD	Amb
108	02	FORD	Chair Car
113	02	FORD	Amb

3. Description of maintenance program

Our maintenance program is second to none and includes daily checks by the crews, as well as quarterly compliance inspections, by a separate Compliance Officer, not duplicated by any other organization. Our ASE certified maintenance personnel perform routine maintenance and repairs according to our schedules, far in excess of those recommended by the manufacturers. We have attached a copy of our Fleet Maintenance Policy and Procedure Manual for your review.

Fleet Maintenance Policy and Procedure Manual as [**APPENDIX 3**](#)

4. Description of driver qualifications including training programs, and experience.

Action has instituted an extensive driver qualification program which has proven to be successful at reducing accidents below Action's peer organizations. Action is part of an ambulance service specific captive insurance program which provides Action data on peer organizations which clearly illustrates Action success in this area.

Action's driver qualification program begins with the hiring process. Applicants must provide a State issued Registry driving record at time of application. Any OUI is grounds for immediate disqualification, as well as a pattern of serious infractions. In addition to driving records, Action performs background checks which consist of criminal, SSN, OIG, and FBI sexual predator checks.

Action then orients and trains drivers through its extensive mentoring process. Any issues that are identified, are immediately corrected. Action then continuously monitors the license status of its vehicle operators through the State of New Hampshire Driver Verification System (DVS). Annually, the process is repeated as all team members have the same background checks and driving record evaluation performed as all applicants.

Our Driver Training Program Policy and Procedure Manual as [**APPENDIX 4**](#)

5. The usage of any alternative fueled vehicles and or use of alternative fuels

We do not currently use any alternative fueled vehicles except for those who manufacturer allows for Ethanol as part of routine gasoline/ethanol fueling when available.

6. Prohibition of idling procedures.

In emergency situations our goal is to give the best patient care possible and that often requires us to idle for longer than 5 minuts. We also have to abide by New Hampshire State regulations require that the medications and supplies in the ambulances must be kept at appropriate temperatures during periods of weather extremes when vehicles are outside. In all other circumstances we abide by New Hampshire laws regarding the idling of vehicles.

- Contractor will provide a plan of action on how they will ensure to have all licenses and permits for operational personnel, trailers, containers, vehicles and other resources required for Ambulance Transportation in accordance with all applicable Federal, State, Municipal, and local regulations. This documentation will serve as part of the pre-award responsiveness and responsibility determination.

Action Ambulance Service, Inc. ensures that all personnel have all licenses, permits and certifications for their operational position by tracking them via a web based database which is linked to the personnel scheduling software. This software creates automated notifications of items that will expire in the future and won't allow scheduling of personnel whose license, permit, or certification has lapsed.

SUB-FACTOR 3, SUBCONTRACTOR SERVICES:

- Provide information identifying any proposed subcontractors and identifying services to be performed by the subcontractors.

Action Ambulance Service Inc. has no plans on using any subcontractors during the duration of this contract.

SUB-FACTOR 4, LICENSES AND INSURANCE:

- Contractor must prove that they are licensed or have the ability to obtain licenses upon contract award. Action Ambulance Service Inc. agrees to the terms in this section.
- Contractor must submit evidence that subcontractor is qualified and legally able to provide services Action Ambulance Service Inc. has no plans on using any subcontractors during the duration of this contract.
- Provide proof of all appropriate insurance or the ability to obtain insurance upon contract award. Action Ambulance Service Inc. agrees to the terms in this section.

SUB-FACTOR 5, VETERAN PREFERENCE:

This factor will be evaluated based on the “Service Disabled Veteran Owned Small Business” and “Veteran Owned Small Business” statuses, according to VetBiz.gov, at the time the offer is submitted.

Not Applicable

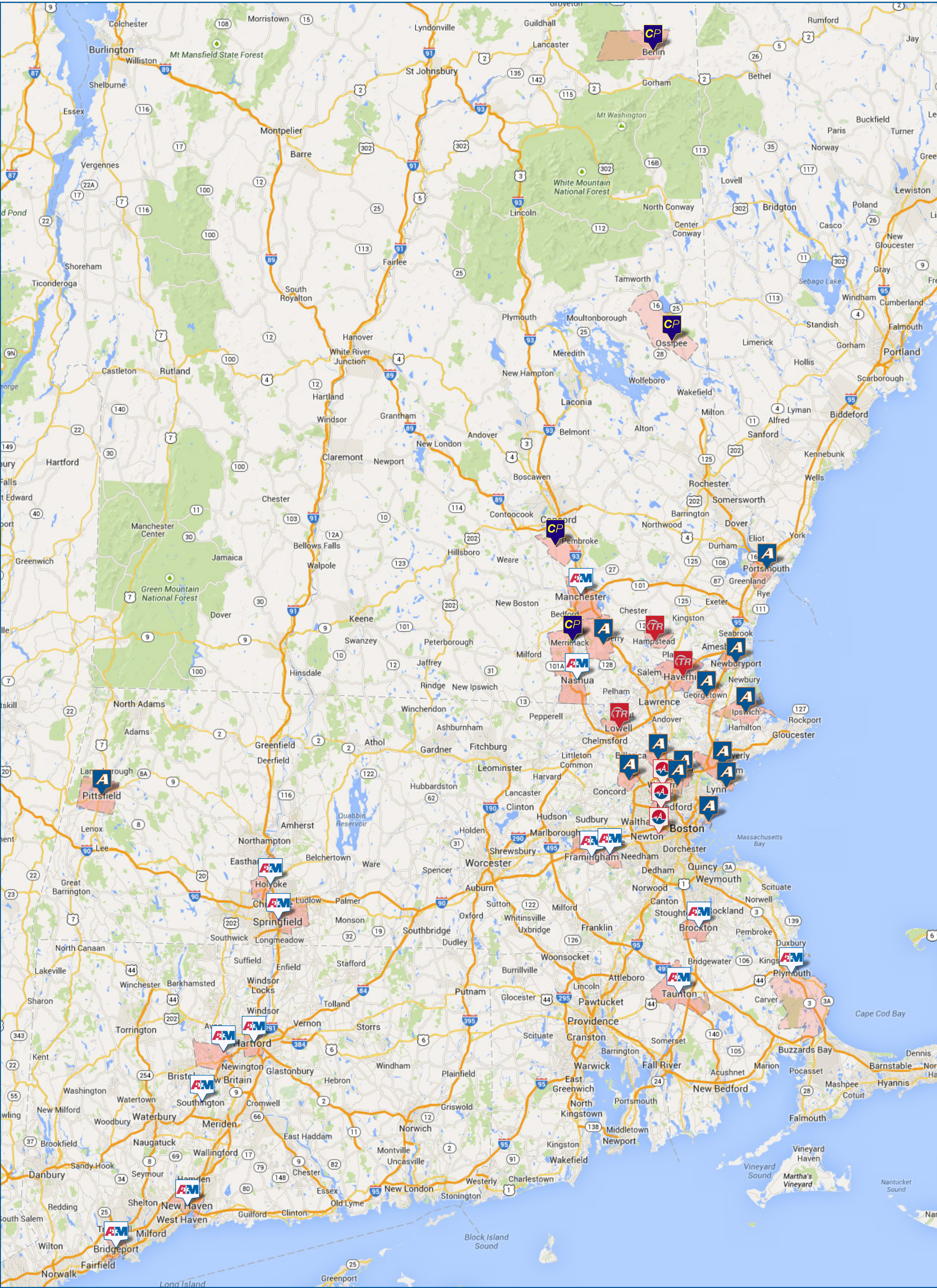
PAST PERFORMANCE:

- a) Identify three or more Federal, State, or private sector contracts of similar type, scope, size, and complexity that are ongoing, and/or have been completed within the last three years. Exhibit A of the solicitation is a past performance questionnaire that shall be sent to all references identified (minimum of three required).

We are currently doing business with the following hospitals:

Portsmouth Regional Hospital
Parkland Medical Center
Salem Hospital
Beverly Hospital
Berkshire Medical Center
Melrose Wakefield Hospital
Winchester Hospital
Lawrence Memorial Hospital
Beth Israel Deaconess Medical Center
Lahey Clinic/Lahey North
Anna Jaques Hospital

We sent the performance questionnaire to the hospitals but we can not control the response rate. We will continue to speak with the hospitals and get you the questionnaire as soon as we can.



A = **ACTION EMS**
AMBULANCE SERVICE INC.
Community Based Since 1977

AMR = **AMR**
AMERICAN MEDICAL RESPONSE

A = **Armstrong**
AMBULANCE SERVICE

CP = **CAREPLUS**
Ambulance Service, Inc.

TR = **TRINITY**
EMERGENCY MEDICAL SERVICE

Bedford, MA
Georgetown, MA
Ipswich, MA
Newburyport, MA
Peabody, MA
Pittsfield, MA
Stoneham, MA

Swampscott, MA
Wakefield, MA
Wilmington, MA
Winthrop, MA
Londonderry, NH
Portsmouth, NH

Manchester, NH
Nashua, NH
Natick, MA
Framingham, MA
Brocton, MA
Taunton, MA
Springfield, MA
Holyoke, MA

Plymouth, MA
Avon, MA
New Haven, CT
Hartford, CT
Bridgeport, CT
Farmington, CT
Southington, CT

Woburn, MA
Arlington, MA
Brighton, MA

Bow, NH
Merrimack, NH
Berlin, NH
Ossipe, NH

Lowell, MA
Haverhill, MA
Hampstead, NH

- b) Exhibit A of the solicitation has a past performance questionnaire to be sent out to references. At a minimum, that worksheet should be used to reference past performance data, but additional information is also welcomed. Questionnaires are to be sent directly to: Richard Coutermarsh, 718 Smyth Road, BST Suite 105, Manchester, NH 03104-7007 or by email to Richard.coutermarsh@va.gov in sufficient time as to arrive before the solicitation close date. Questionnaires received after the solicitation close date will not be considered.

The past performance questionnaire has been emailed and also inserted in to this RFP.

- c) Highlight experience in Ambulance transportation. Provide details of contracts of similar nature and similar size, particularly in regards to hospitals.

Action Ambulance has been providing emergent and non-emergent ambulance transportation since 1977 with a staff of more than 350 employees. Currently we provide ambulance transportation services to the following hospitals which have call volumes which exceed the currently stated call volume at the Manchester VA:

Berkshire Medical Center, Pittsfield, MA	Patient Contacts Per Month	80
Beverly Hospital, Beverly, MA	Patient Contacts Per Month	60
Lahey Clinic, Burlington, MA	Patient Contacts Per Month	150
Lawrence Memorial Hospital, Medford, MA	Patient Contacts Per Month	75
Melrose Wakefield Hospital, Melrose, MA	Patient Contacts Per Month	150
Parkland Medical Center, Derry, NH	Patient Contacts Per Month	175
Portsmouth Regional Hospital, Portsmouth, NH	Patient Contacts Per Month	120
Winchester Hospital, Winchester, MA	Patient Contacts Per Month	150

- d) The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources. In the case that an offeror without a record of relevant past performance or for whom information on past performance is not available, in accordance with FAR 15.305 the offeror may not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no record of past performance, while rated “neutral” in past performance may not represent the most advantageous proposal to the Government all factors being considered.

Action Ambulance Service understands, acknowledges and agrees with the terms in this section.

Action Ambulance Service understands, acknowledges and agrees with the terms set forth in all of SECTION E.2 through E.15.



Michael Woronka, CEO

9/17/14

Date