

REQUEST FOR PROPOSALS

**Management & Operation of the County's
Emergency Medical Services [EMS] Program**

RFP # 2013-003



Date of Issue: April 29, 2013

**BERTIE COUNTY BOARD OF COMMISSIONERS
P.O. Box 530
Windsor, NC 27983**

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Section.1 Introduction

1.1 Purpose

Bertie County is seeking proposals from qualified, North Carolina permitted, ambulance providers to manage and operate the County’s emergency medical services (EMS) program. The successful bidder, as determined by the County, will be required to provide these services in the manner described in this Request for Proposals (RFP) for an initial contract term of five (5) years. The overall objective of Bertie County is to provide emergency medical services at the advanced life support (ALS) level within the designated legal boundaries of the County 24 hours per day, 365 days per year.

1.2 Background Information

Until recently, Emergency Medical Services have been provided by four (4) independently operated, predominately volunteer, non-profit organizations located in various communities within the County; i.e. Askewville, Colerain, Lewiston-Woodville and Windsor.

During December 2010 an independent study was completed; *“EMS & Rescue Operations Assessment”*¹ which highlighted seven (7) major issues of concern with regards to the emergency medical services being provided. Those concerns included:

1. EMS System Organization
2. Response Time
3. Dispatch & Communications
4. Availability of Personnel
5. Closest Unit Response
6. Collections Revenue
7. Post Response Facilities

And, while the County has worked to improve the system on several fronts, numerous concerns remain regarding the predominately volunteer system; not the least of which include availability of personnel, response times, and the inconsistent levels of service provided; i.e. a mix of basic, intermediate and paramedic level.

The 2010 study identified the annual number of EMS calls dispatched for calendar years 2006-2010 as follows:

2006	2,600
2007	3,159
2008	3,206
2009	3,362
2010	3,292

Since then, for calendar years 2011 and 2012, the total EMS calls dispatched were 3,742 and 3,805 respectively. Subsequently, the breakdown of those calls by the County’s currently designated subcategories were almost identical at approximately 77% for “ambulance needed”; 17% for “auto accident”; and 6% for “ambulance dispatched to fire”.

¹ Electronic copy available on County website, Emergency Management Department

1.3 Service Area

Bertie County is a predominately rural county of approximately 20,700 residents located in northeastern North Carolina. Its land area encompasses 741 square miles. The County includes the eight incorporated townships of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville, Roxobel and Windsor-which is the County seat.

1.4 Area Hospitals

Vidant Bertie Hospital is the County's only hospital and is located in Windsor. And, while most patients are transported to Vidant Bertie Hospital in Windsor, Vidant Roanoke-Chowan Hospital in Ahoskie (Hertford County) is frequently used, as is Vidant Chowan Hospital in Edenton (Chowan County); typically, of course, dependent upon the location of the patient. The closest certified Trauma Center (Level 1) is Vidant Medical Center (formerly Pitt Memorial Hospital) in Greenville (Pitt County) which is approximately 50 miles from Windsor.

1.5 Ordinance Regulating EMS and Ambulance Providers

In 2005, the Board of County Commissioners adopted an ordinance “. . . . *regulating emergency medical service and granting franchises to emergency medical services and ambulance operators*”.

This ordinance identifies the requirements and process for prospective Service Providers to obtain a franchise to provide emergency medical services or to provide non-emergency/convalescent transportation of patients within Bertie County. Subsequently, there are several franchisees' currently providing various levels of non-emergency ambulance transportation within the County. A copy of the ordinance is included in the Appendix to this document.

1.6 EMS Base Facilities

Bertie County is currently in discussions with three of the four volunteer based EMS providers regarding the continued use of their facilities for the staging of ambulances and personnel of the Service Provider that is selected. These locations are in Colerain, Lewiston-Woodville, and Windsor with a fourth location being considered in the Midway area east of Windsor.

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Section 2. Proposal Information

2.1 Issuance

The development and publication of this RFP was at the direction and approval of the Bertie County Board of County Commissioners who will ultimately make the final decision to contract with the to-be designated EMS Service Provider. The County Manager, the Emergency Management Coordinator, and other County administrative staff designated by the Manager will be responsible for reviewing the proposals received and making a recommendation to the Board of Commissioners.

2.2 Communications with the County

From the issue date of this RFP until award announcement, the Emergency Management Coordinator will serve as the County's liaison with prospective Service Providers throughout the proposal period. Service Providers may contact only the Emergency Management Coordinator. Questions related to this RFP must be submitted in writing via e-mail and be received no later than 5:00 pm, Eastern Standard Time, **Monday, June 3rd, 2013**. Also, any e-mail request for information must include company name, contact name, address, telephone number, and the RFP name and number. Verbal or in-person questions related to this RFP will be accepted only during the Pre Proposal Conference identified in Section 2.5.

2.3 Internet Availability

This RFP as well as the referenced 2010 *"EMS & Rescue Operations Assessment"* report will be available on the County's website at <http://www.co.bertie.nc.us/>; click on "Departments", then "Emergency Management" to download. Applicants are advised to check the site periodically for amendments to this RFP, particularly if the prospective Service Provider downloaded the RFP from the Internet initially. Service Providers who requested/received this RFP via mail from the County will automatically receive amendments. Note that no online submittals of the proposal will be accepted.

2.4 Pre Proposal Conference

The date of issuance of this RFP is **April 29th, 2013**. A *mandatory* pre proposal conference has been scheduled for **Thursday, May 16th, 2013 @ 2:00pm** in the second floor conference room of the Bertie County Office Building located at 106 Dundee Street in Windsor, NC. Firms wishing to respond to this RFP will be expected to have a representative present.

The purpose of the conference is to discuss with prospective providers the services being requested of them and allow them an opportunity to ask questions regarding the RFP. Verbal discussions at the pre proposal conference shall not be considered part of the RFP unless confirmed in writing by the County following the conference and incorporated into this RFP as an addendum.

Questions asked at the conference that cannot be immediately answered during the conference may be deferred to enable County staff time to research, clarify or otherwise adequately address the question. A copy of the questions and the corresponding answers will be sent to Service Providers who attend the pre proposal conference.

2.5 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the County reserves the right to change the dates.

Issue RFP	April 29, 2013
Pre Proposal Conference	May 16, 2013
Questions Due	June 3, 2013
Response to Questions Issued	June 12, 2013
Bid Proposals Due	June 25, 2013
Announce Results of Proposals	July 10, 2013
Completion of Negotiations/Execution of Contract	August 12, 2013
Begin Contracted Period of Operations	October 1, 2013

2.6 Submission of Proposals

Proposals must be received by **2:00pm, June 25th, 2013**. Proposals will be prepared in the format suggested in this RFP and be delivered to:

Bertie County Board of County Commissioners
ATTN: Mitch Cooper
Emergency Management Coordinator
PO Box 530
106 Dundee Street
Windsor, NC 27983
Office: 252-794-5302
e-mail: mitch.cooper@bertie.nc.gov

The County must receive all proposals at the Emergency Management Coordinator's Office, by **2:00 pm, Eastern Standard Time, June 25th, 2013**. This is a mandatory requirement and will not be waived by the County. Any bid proposal received after this deadline will be rejected and returned to the Service Provider. Service Providers mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposals. It is the Service Provider's responsibility to ensure that the proposal is received prior to the deadline. **Postmarking by the due date will not substitute for actual receipt of the proposal. Electronic mail and faxed bid proposals will not be accepted.**

Service Providers must furnish all information necessary to enable the County to evaluate adequately their submitted proposal. Proposals that fail to meet the mandatory requirements of the RFP may be disqualified. Verbal information provided by the Service Provider shall not be considered part of the Service Provider's proposal

2.7 Proposal Copies

The County requests that the Service Provider submit, *printed and bound*, one (1) designated "original" and ten (10) copies of the proposal. The package containing the proposals must be sealed and labeled with the Service Provider's name, address and contact phone number and; **"Confidential – Emergency Medical Services RFP-#2013-XXXX"**.

2.8 Cover Letter with Signature

A cover letter, which will be considered an integral part of the proposal, must be signed by individual(s) who is (are) authorized to contractually bind the Service Provider. Each signature must indicate the classification or position that the individual holds in the firm. The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or potential contract issues. For each listed individual, include the name, title, address, telephone number, and e-mail address.

2.9 Definitions

EMS terminology is used throughout this document. All terms are defined pursuant to Chapter 131E, Article 7 of the North Carolina General Statutes entitled, "Regulation of Emergency Medical Services," and Title 10A, Subchapter 13P, Section .0102 of the North Carolina Administrative Code entitled "Emergency Medical Services and Trauma Rules", which definitions are incorporated by reference as if fully set out herein.

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Section 3. General Terms & Conditions

3.1 Questions and Requests for Clarification

Service Providers are invited to submit written questions and requests for clarifications regarding the RFP. The questions or requests for clarifications must be in writing via e-mail and received by the Emergency Management Coordinator before **5:00 pm, Eastern Standard Time, June 3rd, 2013**. Oral questions will not be permitted. If the questions, or requests for clarification, pertain to a specific section of the RFP, the page and section number(s) must be referenced. All submitted questions and the County's corresponding responses to those questions or requests for clarification will be e-mailed to all perspective providers who the County is aware has received an RFP; on **or before June 12th, 2013**.

The County assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP as addenda.

3.2 Reference Checks

The County shall have the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in this proposal, and to discuss the Service Provider's qualifications.

3.3 Information from Other Sources

The County shall have the right to obtain and consider information from other sources concerning a Service Provider, such as the Service Provider's capability and performance under other contracts.

3.4 Verification of Bid Proposal Contents

The content of a proposal submitted by a prospective Service Provider is subject to verification. Misleading or inaccurate responses may result in disqualification.

3.5 Criminal History and Background Investigation

The County shall have the right to conduct criminal history and other background investigations of the Service Provider, its officers, directors, shareholders, or partners, as well as managerial, supervisory, and line personnel retained by the Service Provider for the performance of the contract.

3.6 Bid Proposal Content Clarification

The County reserves the right to contact a Service Provider *after* the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Service Provider has provided goods or services to the County or any other political subdivision wherever located, or requests for corrective pages in the Service Provider's bid proposal. The County will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the Service Provider is offering to the County. An individual authorized to legally bind the Service Provider shall sign responses to any request for clarification. Responses shall be submitted to the County within the time specified in the County's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

3.7 Conflicts of Interest

Service Providers must disclose any potential conflicts of interest that the Service Provider may have due to other clients, contracts, or interests associated with the services addressed in this RFP.

3.8 Financial Stability

Service Providers will include, in the Technical Proposal section of the proposal submittal (Section 6.2), the most recent and complete audited and certified financial statement of the corporation, as satisfactory evidence of their ability to furnish the services requested in accordance with the terms and conditions of the requirements listed in this RFP. The County will make the final determination as to the Service Provider's ability to do so.

3.9 Service Provider Default

The County, reserves the right, in case of Service Provider default, to procure the services from other sources and hold the defaulting Service Provider responsible for any costs occasioned thereby. If a Service Provider's default is due to a failure to perform, the County reserves the right to remove the Service Provider from the County's Service Providers list for up to twenty-four months.

3.10 Restrictive or Ambiguous Specifications

Each prospective Service Provider will be solely responsible for reviewing the entire RFP packet and to notify Bertie County if the specifications are formulated in a manner that would appear to unnecessarily restrict competition. Any such question regarding the specifications or proposal procedures must be received in the Bertie County Emergency Management Coordinator's Office not less than ten (10) business days prior to the time set for the receipt of proposals by the County. These requirements also apply to specifications that may be interpreted as ambiguous.

3.11 Subcontracting

The County will award this proposal to provide Emergency Medical Services to **one** Service Provider. The successful Service Provider may not subcontract the award or any part thereof without the prior written consent of the Bertie County Board of Commissioners.

3.12 Proposal Format

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated Service Provider. This information may be appended to the proposal evaluation process results. Information regarding a Service Provider from reliable sources, and not within the Service Provider's proposal, may also be noted and made part of the evaluation file. The County shall be responsible for determining a reliable source.

The County reserves the right to conduct written and/or oral discussions/interviews with any of the Service Providers presenting proposals after the proposals are opened. The purpose of such discussions/interviews will be to provide clarification and additional information upon which an informed decision can be made with regards to an award that is in the best interest of the County.

3.13 Omission of Information

Perspective Service Providers are cautioned that failure to include any information requested may be just cause for rejection of the proposal.

3.14 Award

While the County is considering the proposals submitted and the subsequent contract for the services requested, it will not be bound to award a contract.

3.14.1 Award will be made to the Service Provider offering the most advantageous proposal. The County **will not** be obligated to accept the lowest priced proposal, but will make an award based on what it determines to be the best interests of the County after all factors, both technical and price related, have been evaluated.

3.14.2 The County will contact and evaluate the Service Provider's references; contact any Service Provider to clarify any response; contact any current users of a Service Provider'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.

3.14.3 It is possible that an award may be made *without* discussion or contact concerning the proposals received; and possibly without conducting in-person interviews with selected Services Providers. Accordingly, proposals should contain the most favorable terms possible which the Service Provider can submit to the County, from both a price and a technical standpoint. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

3.14.4 Award will be by means of a written notification to the successful Service Provider. Following which, A Notification of Intent to Award will be sent to all Service Providers who submitted proposals. Negotiations with the selected Service Provider will be confidential and not subject to disclosure to competing Service Providers.

3.15 Cost Proposal

The County would prefer to pay no subsidy for the services requested beyond that revenue which the Service Provider will collect from services billed. However all proposals will be excepted.

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Section 4. Obligations, Rights, and Remedies

4.1 Contract Terms

The contents of the proposal submitted by the successful Service Provider will become contractual obligations. The RFP and proposal submitted will be attached and become part of the contract between the County and the selected Service Provider. The County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's interest.

4.2 Incorporation

All specifications, drawings, technical information, the RFP, the proposal award and similar items referred to or attached or which are the basis for the contract may be deemed incorporated by reference as if set out fully in this RFP.

4.3 Alterations or Amendments

No alterations, amendments, changes, modifications or additions to the contract shall be binding on the County without the prior written approval of the County.

4.4 Assignment

The Service Provider will not assign or sub-contract its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written and specific consent of the County.

4.5 Warrant

Service Provider warrants to the County that all services rendered shall conform to the specifications, proposal or other descriptions furnished or incorporated by reference. Service Provider extends to the County all warranties allowed under North Carolina law.

4.6 Severability

If any provision of the contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

4.7 Governing Law

The laws of the State of North Carolina shall govern the contract, and all obligations of the parties are to be performed in Bertie County, North Carolina. The Superior Court of Bertie County shall have exclusive and concurrent jurisdiction of any disputes that arise under the Contract.

4.8 Default

If the Service Provider fails to perform or comply with any provision of the Contract or the terms or conditions of any documents referenced and made a part of the Contract, the County may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. This is a performance based contract, and liquidated damages may be assessed for non-performance pursuant to section 5.22 of this RFP. The County expressly retains all its rights and remedies provided by law in case of a breach, and no action by the County shall constitute a waiver of any such rights or remedies. In the event of termination for default, the County reserves the right to purchase its requirements elsewhere, with or without competitive proposals.

4.9 Indemnification & Hold Harmless

The Service Provider shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature, including but not limited to reasonable attorney's fees, which are incurred, suffered or required to be paid because of, arising out of, or due to breach of the contract by the Service Provider, its suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of the Service Provider, its suppliers, agents or employees.

4.10 Right to Inspect

The County Commissioners and/or their designee(s), reserve the right to make periodic inspections regarding the manner and means in which the contracted services are performed. The County also reserves the right to audit the books of the service provider to the extent of service provided in Bertie County.

4.11 Non-Discrimination & Non-Conflict Statement

The Service Provider agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excused from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the contract, or in the employment practices of the Service Provider. The Service Provider shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. The Service Provider covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. The Service Provider also covenants that it does not engage in any illegal employment practices.

4.12 Conflicts of Interest

The Service Provider covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. The Service Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, the Service Provider or as a consultant to the Service Provider in connection with any work or service contemplated or performed relative to the Contract.

4.13 Books and Records

The Service Provider shall maintain all books, documents, accounting records (these shall include all vehicle maintenance records, employee training records, and employee license and certification records) and other evidence pertaining to the services provided under the contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract period for inspection by County or by any other governmental entity or agency participating in the funding of the contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Service Provider's cost of acquiring or delivering the services governed by the contract.

Section 5. Service Provider Responsibilities; Terms and Conditions

5.1 Intent

The intent of this RFP is to receive proposals to provide Emergency Medical Services, including the care and transport of patients, with Advanced Life Support (ALS) Ambulance Service for the entire County. Ultimately, the County is seeking the highest quality, most reliable ALS ambulance services at the most reasonable price.

5.1.1 The successful Service Provider will be responsible for providing ambulances for response to 911 calls for requests involving medical emergencies throughout the County coverage area.

5.1.2 The County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Service Provider is expected to be one of cooperation and not conflict.

5.1.3 In general, the services shall include, but not be limited to, the management and operation of all ambulances, medical supply and related equipment purchasing, all vehicle maintenance, all activities regarding billing for services, and public education.

5.1.4 The Bertie County Emergency Management Coordinator (EMC) will, during this procurement process and through the implementation period of the contract for services, serve as the County's designated "EMS Coordinator", and the County's liaison to and with the Service Provider. The Emergency Management Coordinator will report to the Emergency Medical Services Advisory Council (EMSAC) on a monthly basis or as otherwise designated by the County with regards to the Service Provider's compliance with the performance standards stipulated in the agreed upon contract.

5.1.5 It should be understood that at such time as workload or other responsibilities may dictate, the Board of County Commissioners and/or the County Manager may appoint, or ask the Emergency Services Coordinator to designate, an individual other than the Emergency Services Coordinator to serve as the day-to-day County representative/liaison with the Service Provider.

5.2 Minimum Requirements & Expectations with Regards to Services to be Provided

The Service Provider must assure compliance, at all times and continuously, with North Carolina Statutes regarding licensure of ambulance Service Providers (G.S. 131E-151.1), that vehicles operated as ambulances are properly licensed and permitted by the state (G.S. 131E-156), and that all assigned personnel are certified by the State (G.S. 151E-158); and, particularly, agree to operate in compliance with the applicable sections of Title 10A, Sub-Chapter 13P of the North Carolina Administrative Code (NCAC) "Emergency Medical Services and Trauma Rules"; that will apply under the provisions of its contract with Bertie County, along with all future statutory and administrative requirements of EMS providers.

5.2.1 The Service Provider will provide and pay for all administrative and professional personnel in its employ, including those responsible for billing for the services rendered, all vehicles, all appropriate insurance coverage(s), office materials, training supplies and materials, and medical supplies and equipment necessary to respond to emergency medical calls referred to the Service Provider by the County.

5.2.2 The Service Provider will allow ambulances and crews to be dispatched and monitored by the Bertie County Communications Center.

5.2.3 The Service Provider will be responsible for supplying radios that meet or exceed standards for inter-operable communications with the Bertie County Department of Emergency Management and with the Communications Center.

5.2.4 The Service Provider must apply for, secure, and renew all licenses, permits, certificates or similar approvals which are or may be required by the State of North Carolina or the North Carolina Office of Emergency Medical Services (NCOEMS); and provide copies of all licenses to the County's EMS Coordinator.

5.2.5 The Service Provider will 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.

5.2.6 The Service Provider will provide services as described in this RFP to all persons within the service area defined; i.e. Bertie County.

5.2.7 Once fees for services to be billed are agreed upon and approved by the County, they will remain in force, without escalation, for the first full year of the Service Providers contract. After the first year, the Service Provider may annually adjust its fees for service by a percentage equal to the most recently published 12-month percent change in the medical care CPI. The specific percent change to be used is the unadjusted CPI-U for medical care in the South Region, Area size D, as published by the Bureau of Labor Statistics on its web site at www.bls.gov/cpi/.

5.2.8 The Service Provider will provide a “standby” ambulance and emergency medical personnel within the County upon request of the County Emergency Management Coordinator, when there is reason to believe a life threatening public emergency presently exists or is imminent within the County which includes standing-by at fire, rescue, law enforcement and hazardous materials response incidents. This shall be within the guidelines approved by the Emergency Medical Services Advisory Council (EMSAC).

5.2.9 Subject to the Service Providers’ reasonable policies and procedures regarding same, the Service Provider shall permit observers from the County. The Service Provider’s policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

5.2.10 The Service Provider must comply, to the extent applicable to the service it is contracted to provide, with the County’s documented Emergency Operations Plans, or successor plans adopted and approved by the Bertie County Commissioners and the Department of Emergency Management whenever the provisions of such plan or plans are in effect.

5.2.11 The Service Provider further agrees to participate in a least one (1) community disaster drill per calendar year, as directed by the Bertie County Department of Emergency Management and as is within the Service Provider’s resources and guidelines for such activities.

5.2.12 The Service Provider may not offer incentives, by way of additional salaries or wages, or compensated leave of absence to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

5.3 Transport

The Service Provider will provide emergency patient transport services to the appropriate health care facility or other location for all persons in the service area. If the patient requires advanced care beyond the capabilities of area facilities, the patient will be transported to the closest appropriate facility as long as in doing so the transport activity will not jeopardize the patient’s health.

5.4 Communications Equipment

The Service Provider will supply and maintain fully operational vehicle and portable radios as necessary for it to comply with the performance requirements addressed in this RFP.

5.5 Notification

The Emergency Management Coordinator must be notified *immediately* whenever the following occurs: Any single incident or accident that requires the response of two (2) or more ambulances; mass casualty incidents; or a motor vehicle accident involving a Service Provider operated ambulance.

5.5.1 The EMC/EMS Coordinator, and/or an otherwise so designated County employee, will have the ability to log on to the NCOEMS (CIS and/or PREMIS) website [with no ability to change reports] to access and review the Service Provider’s incident reporting and performance data as filed with and available via OEMS.

5.5.2 The Emergency Management Coordinator must be notified in writing within forty-eight (48) hours whenever the following occurs: The employment or assignment of any new person involved in the delivery of emergency medical services as contracted; the notification will provide necessary certification paperwork; the separation/termination or the change of status of any of the Service Provider's employees involved in the delivery of services related to the contract; and, any change(s) in the Service Provider's management or supervisory personnel or organizational structure.

5.5.3 The Service Provider will notify the Bertie County Communications Center dispatch personnel, via e-mail, the names of personnel and their unit assignment at the start of *each* shift. This will include shift supervisors.

5.6 Availability of Ambulances

In Section 5.14 the County states that this procurement is to result in a *performance based contract* for emergency medical services. Section 6.2, Technical Proposal, offers the Service Provider the opportunity to discuss *how* it expects to meet and/or exceed the County's expectations.

5.6.1 Subsequently, in addition to compliance with the legal EMS system requirements and rules addressed in Section 5.2; the minimum performance requirements upon which the Service Provider should calculate its' ambulance requirements; i.e. availability; should be based at the very least on meeting the following criteria:

5.6.1.1 There is/are an ambulance(s) and staff available to deliver ALS level emergency medical services 24 hours per day 7 days per week.

5.6.1.2 That the Service Provider responds to 100 percent of all calls to which it is dispatched.

5.6.1.3 That the total response time to all incidents to which the provider is dispatched; i.e. time of dispatch-to-time of arrival on scene; be no more than twenty (20) minutes to 90 percent of all calls

5.6.1.4 That the interval response time commonly referred to as "chute time" or "turn-out" time; i.e. time of dispatch-to-time that on-board ambulance personnel communicate to the Communications Center that they are "enroute" (wheels moving); shall be no greater than ninety (90) seconds for at least 90% of all calls

5.6.2 When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance must be made available within sixty (60) minutes.

5.6.3 When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance must be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

5.7 Response Time

As used herein, the term “emergency request” shall include any response by the Service Provider under the contract or any emergency service request received by the Service Provider from the County Communications Center.

5.7.1 Response to emergency requests shall be determined to commence the moment the Service Provider’s ambulance is notified of the emergency service request; i.e. “dispatched”. The Service Provider will be responsible in each instance to notify the County Communications Center that they are responding to the emergency service request with their reference “enroute” communication.

5.7.2 Note that if, in any monthly period, the Service Provider fails to respond to an emergency request, or fails to respond within the minimum time intervals and requirements stipulated in 5.6.1 there may be non-performance liquidated damages assessed; per Section 5.22.

5.7.3 For purposes of determining the Service Provider’s compliance with the response time intervals set forth in this RFP, every emergency request for ambulance service shall be counted except as follows:

- Requests during a disaster, locally or in a neighboring jurisdiction that a Service Provider’s ambulance is dispatched to.
- An inclement weather condition exists.

5.7.4 The response to an emergency request may also be excluded when the EMS Coordinator and/or Emergency Medical Services Advisory Council (EMSAC) determines there is other good cause for an exception.

5.8 Ambulance Specifications

All ambulances used for emergency patient transportation shall be maintained in good operational and mechanical condition that facilitates crew member effectiveness and patient and staff safety. This requirement shall remain in effect throughout the contract period unless otherwise approved in writing by the County and the Emergency Medical Services Advisory Council (EMSAC).

5.8.1 Each ALS ambulance used in the emergency transportation of patients will be equipped with all items required under the rules of the NCOEMS and 10A NCAC 13P.

5.8.2 Each ambulance will permanently display suitable corporate identification or logo(s) on the outside of the vehicle along with that vehicles’ state identification number. The Service Provider will also display “Bertie County Emergency Management” [or “Bertie County EMS”] on both sides and the rear of each ambulance in a minimum of 3” tall reflective letters.

5.9 Personnel

The Service Provider will be encouraged to employ ALS level EMTs’ and administrative and support staff with local knowledge, experience and an understanding of the history of Bertie County as a means of positively facilitating working relationships with volunteer fire departments, law enforcement and the County’s citizens.

5.9.1 Both the County and the Service Provider understand that any EMS System requires professional and courteous conduct at all times from the Service Provider's field personnel, middle management, as well as executives. The Service Provider will seek to employ highly trained EMTs and support staff to provide patient care and to oversee the EMS operations it has agreed to provide on a day-to-day basis.

5.9.2 Each EMT will be physically capable of performing the tasks assigned by the Service Provider, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of Service Provider's employees who operate under the contract shall conform to the Service Provider's dress code.

5.9.3 Both the County and the Service Provider understand that training and educational requirements change from time to time for EMTs' as new protocols and medical treatments are approved and implemented by the State. The Service Provider agrees that the cost of such training or education will be the responsibility of the Service Provider and/or its employees.

5.9.4 The Service Provider will utilize reasonable work schedules and shift assignments that allow personnel to work no more than 24 consecutive hours followed by no less than the minimum time off-duty as identified by State and federal FLSA requirements. (If requested by the Provider, the County will consider consecutive shift hours beyond the 24 stipulated, however, only with appropriate regulatory agency documentation allowing such.) The Service Provider will provide working conditions and reasonable benefits that assist in attracting and retaining highly qualified personnel.

5.9.5 The Service Provider will utilize management practices that ensure that field personnel working extended shifts, other part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills while on-duty and providing the services described herein.

5.9.6 The Service Provider shall offer to its employees' a compensation and benefits package designed to attract and retain highly qualified field and administrative/support personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. [Please provide a schedule of compensation and benefits with your proposal; See Section 6.7.5.]

5.9.7 The Service Provider will have in place a program for random drug screening of all personnel providing response under its contract with the County. Further, the Service Provider will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

5.9.8 Should complaints arise regarding the level of care, ambulance response, or employee actions or lack of action, they will be forwarded to the Service Provider by the EMC and must be answered within 48 hours and include actions taken, including disciplinary action and/or other corrective measures.

5.9.9 It will be *very important* that employees of the Service Provider strive to gain proficient knowledge of the streets and highways within the County (coverage area) in order to choose the quickest, most direct route to the scene of any emergency to which they are called.

5.9.10 The Service Provider will provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the EMC and the Emergency Medical Services Advisory Council (EMSAC).

5.9.11 Service Provider will have staff available either “on-site” or via a toll free phone number, capable of discussing and resolving any billing questions that may arise.

5.10 Quality Improvement

The Service Provider will develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program for review to the EMC and the Emergency Medical Services Advisory Council (EMSAC) prior to commencement of the contract.

5.11 First Responders

It is important that the perspective Service Provider understand that the volunteer fire departments within Bertie County currently **do not** function as Medical First Responders.

5.12 Insurance Requirements

Upon notification of award, and prior to the County’s signature to the ultimate contract that is negotiated, the Service Provider will purchase and provide, via a company or companies licensed to do business in the State of North Carolina, such insurance as will protect the County from claims which may arise or result from the Service Provider’s operations under the contract, whether such operations are performed by the Service Provider or by anyone directly or indirectly employed by them, or by anyone for whose acts the Service Provider may be liable.

5.12.1 The insurance required will be written for not less than the limits or liability specified and/or as required by law. All policies shall provide for a 30-day notice to the County of cancellation or alteration in coverage. The Service Provider shall maintain through the life of the contract; insurance, through insurers rated A- or better by A.M. Best, in the following minimal limits:

- Commercial general liability insurance - \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
- Professional medical malpractice insurance - \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
- Worker’s compensation coverage to statutory limits as required by law; employers’ liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee.
- Personal injury protection (PIP) or medical payment coverage as required by law.
- “Umbrella” coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies.

5.12.2 A copy of the fully completed endorsement must be provided and is to name Bertie County as an “additional insured”, identify the policy number, and be signed by the issuers authorized representative.

5.13 Indemnification

The Service Provider agrees to defend, indemnify and hold harmless the County, their officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description, including but not limited to reasonable attorney's fees, incurred, suffered or required to be paid because of the negligence of the Service Provider and arising out of the performance by the Service Provider, its employees, or agent in providing ambulance services under the contract for the County.

5.13.1 The Service Provider expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the Service Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

5.13.2 The County has no obligation to provide legal counsel or defend the Service Provider in the event that a suit, claim or action of any character is brought by any person not a party to the contract against the Service Provider as a result of or relating to performance or obligations of the services under the contract.

5.13.3 Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Service Provider as a result of or relating to obligations under the contract.

5.13.4 The Service Provider will immediately notify the County of any claim or suit made or filed against the Service Provider regarding any matter resulting from or relating to the Service Provider's obligations under the contract, and will cooperate, assist and consult with the County in the defense or investigation thereof.

5.14 Performance Based Contract

A significant aspect of this procurement is the fact that it will result in the award of a ***Performance-based contract***. Specifically:

5.14.1 Ambulance response times must meet the response requirements identified in Section 5.6 and 5.7.

5.14.2 The County Communications Center will be responsible for dispatching the Service Provider's ambulances under the contract.

5.14.3 Every ambulance unit must at all times be equipped and staffed to operate at the ALS level and respond to all emergency calls received under the contract.

5.14.4 Clinical performance must be consistent with approved medical standards and protocols and the guidelines set forth by the County's Medical Director, the NCOEMS, and the State of North Carolina.

5.14.5 The conduct of personnel assigned must be professional and courteous at all times.

5.14.6 There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

5.14.7 Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to protocols, procedures, performance auditing, and prompt and definitive corrective action.

5.14.8 This is not a level-of-effort contract. A Service Provider who fails to perform will be promptly replaced, in that human lives, and not merely inconvenience or money are at stake. In accepting a Service Provider's offer, the County neither accepts nor rejects the Service Provider's level-of-effort estimates; rather, the County accepts the Service Provider's promise to employ whatever level-of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

5.15 Use of Own Expertise & Judgment

The Service Provider is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", the County means compensation programs, shift scheduling, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal methods which, taken together, comprise the Service Provider's own strategies and tactics for getting the job done.

5.15.1 The County hopes to promote innovation, efficiency, and superior levels of high performance.

5.16 Costs Incurred in Responding to Proposal

The County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit here to procure or contract for any services. All costs of proposal preparation will be borne by the Service Provider.

5.16.1 The proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County when received by the County and may be considered public information under applicable law.

5.16.2 The County assumes no liability for any costs incurred by Service Providers during the procurement and selection process.

5.17 Additional Information

The award will be made to the most responsible, responsive and reliable Service Provider, not necessarily that provider that offers the lowest overall cost but the best service to the County and other entities included therein.

15.17.1 Except as otherwise provided in mutual aid agreements the County will contract with a single entity for emergency ambulance/EMS services.

15.17.2 The County will schedule site visits to the Service Provider's facilities or a current operational site in order to assess the capability and ability of the Service Provider to fulfill the requirements of this RFP.

15.17.3 If during the evaluation process, the County is unable to determine a Service Provider's ability to perform, the County has the option of requesting evidence of the Service Provider's ability. The Service Provider will be notified and permitted five working days to comply with any such request.

15.17.4 The County reserves the right to cancel this solicitation at any time, prior to or after the submittal deadline.

15.17.5 Prospective Service Providers may be invited to make oral presentations to the County Manager, Emergency Management Coordinator and any additional senior staff personnel assigned to review the proposals received.

5.18 Commencement of Contract

At this time it is *anticipated* that the contract will commence October 1st, 2013; at 00:00 am/pm.

5.19 Performance Review [See also 5.22 and 5.23 below]

The County Emergency Medical Services Advisory Council (EMSAC) shall conduct a monthly evaluation of the performance of the Service Provider for the first six (6) months of contract and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations as directed by the EMSAC, or at such other times as may be specified by the County. This will include but not be limited to issues of compliance with the terms of the contract.

5.19.1 The Service Provider should seek to exceed the performance expectations and minimum requirements identified in this RFP.

5.20 Renewal Option

Upon expiration of the terms the initial contract, it may be renewed upon written agreement between the County and the Service Provider, and will become dependent upon the Service Provider's success in completing the Performance Reviews and meeting the performance standards outlined in this RFP and the contract document originally agreed upon.

5.20.1 The Service Provider's price, at the time of renewal, may be adjusted as provided within the contract agreement.

5.21 Compensation

The County would prefer to pay no subsidy requested beyond that revenue which the Service Provider will collect from services billed. However all proposals will be excepted.

5.21.1 No additional charges to the County will be allowed unless specified in the RFP.

5.22 Response Time Performance & Reimbursements to County

Following each monthly period of operation (beginning on the first day of each month), and commencing on the first day of operations, the Service Provider will respond to one hundred percent (100%) of the emergency requests to which it is dispatched, as set forth in the RFP. (Section 5.6.1.2)

5.22.1 Failure of the Service Provider to meet these requirements may result in either a deduction from the Service Provider's monthly operating subsidy, if such subsidy exists, liquidated damages based on the following:

<i>Percent of responses to emergency requests that satisfy stipulated Response Requirements:</i>	<i>Payment (Liquidated Damages) to County required based on previous month's performance:</i>
95-100%	No Liquidated Damages
85-95%	\$ 1,000
75-85%	\$ 2,000
<75%	\$ 5,000 and immediate review for contract termination

The Service Provider agrees that the liquidated damages amounts set out above are in lieu of other damages that the County may suffer as the result of the Service Provider failing to meet the performance requirements. The Service Provider agrees that the amount of actual damages arising from such a failure of performance would be impracticable and extremely difficult to determine and that the above liquidated damage sums represent reasonable amounts to compensate the County for damages sustained due to such failure of performance by Service Provider.

5.23 Specific Performance Criteria

Liquidated damages may also be assessed the Service Provider if it is determined, following the monthly performance review, that the Service Provider failed to meet the stipulated minimum response time requirements identified in sub sections 5.6.13 and 5.6.14.

5.24 Interpretations and Clarifications

No oral interpretations will be made to any Service Provider as to the meaning of specific requirements addressed in this RFP. All addenda/RFP amendments will become part of the contract document that is executed.

5.25 Performance Bond

The successful Service Provider must supply a Performance Bond, or irrevocable letter of credit, in the amount of 100% of the yearly subsidy price, if any or \$100,000 (whichever is greater) for each year that the contract is in effect. The County reserves the right to reduce bonding requirements. Service Provider shall provide and pay for all costs associated with this bond. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the County in its sole discretion.

5.26 Base Locations

As part of the consideration for the Service Provider entering into the Contract, Bertie County will provide one or more base locations for staging ambulances and Service Provider personnel. The Service Provider will be responsible for all other costs of using and occupying the buildings, including but not limited to monthly utility bills, routine maintenance, and repairs. The Service Provider will also be responsible for maintaining contents coverage on its personal property.

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Section 6. Proposal Format

6.1 Instructions

These instructions prescribe the requested format and content (generally) of the proposal and are intended to facilitate a uniform review process.

6.1.1 The proposal shall be typewritten on 8.5" x 11" paper (one side only).

6.1.2 The proposal will be divided into two parts:

The Technical Proposal; and,

The Cost Proposal

6.1.3 One (1) original, marked as such, and eight (8) copies of the proposal shall be submitted per the instructions offered in Section 2.8

6.1.4 If the Service Provider wishes to reference attachments or related materials to support the information *requested*, reference the material where appropriate and include it in an "Appendix" or "Attachments" Section of the proposal at the back of the document.

6.2 Technical Proposal

The following documentation is to be provided:

6.2.1 Transmittal Letter; including signature and title of an officer of the firm/company authorized to contractually bind the Service Provider.

6.2.2 Table of Contents; including page numbers of each major proposal sub-section

6.2.3 Executive Summary; include a brief description of the services the Provider is proposing to offer, together with corresponding statements that demonstrates the provider's understanding and acceptance of the provisions contained in this RFP, and the provider's experience and familiarity with the State of North Carolina Statutes, Administrative Code, and OEMS rules associated with providing Emergency Medical Services within Bertie County and the State.

6.2.4 Scope of Work; knowing the minimum EMS system performance requirements (section 5.6.1) and having reviewed the requirements discussed in this RFP as well as the information provided in the referenced 2010 EMS & Rescue Study, provide a description of the EMS system of services you propose to provide to Bertie County. Minimally, the narrative should address at least the following:

6.2.4.1 The number and position title(s) of the personnel that would staff the Service Provider's Bertie County office and be available on a day-to-day basis, to oversee and support EMS operations, address shift assignments, vehicle maintenance schedules, office management, billing, etc. as well as being available to address any questions that may arise regarding incident management, incident response, billing, clinical care provided, etc.

6.2.4.2 The number and type of ambulances and/or Quick Response Vehicles (QRV's) you anticipate will be assigned to the County.

6.2.4.3 The number of personnel you anticipate will be assigned to the County

6.2.4.4 The level of certification of the personnel that you expect to assign to the County

6.2.4.5 How the Service Provider will seek to assure that the response and the response time requirements stipulated in this RFP will be met.

6.2.4.6 Incorporating your response to 6.2.4.2-6.2.4.4, describe your initial coverage plan and how the vehicles and personnel would be deployed along with any logistical issues you might anticipate confronting; as well, your protocol for requesting coverage plan modifications.

6.2.4.7 Describe your operating procedures with regards to the creation, documentation and maintenance of records; i.e. incidents dispatched, call records, response times, on scene times, miles driven, and billings, rate of collections for services billed, and operations and administrative data.

6.2.4.8 Identify the type of report(s) and information you would expect to provide the County on a regular basis and indicate whether they would be furnished weekly, monthly, quarterly, etc.

6,2,4,9 Describe how your service will interface with the County's Communication Center

6.2.4.10 Describe your internal methods of evaluation and on-going quality assurance practices as they relate to the requirements addressed in this RFP.

6.2.4.11 Describe the extent to which you will furnish standby coverage at emergency situations involving possible danger to law enforcement and fire department personnel and/or the public at large.

6.2.4.12 Describe how and the extent to which you would expect to be available to provide standby coverage at public/community events, school sporting events, etc.

6.2.4.13 Describe how you will handle any service inquiries and/or complaints from the community.

6.2.4.14 Describe how you will function in your relationship with the Medical Director.

6.2.4.15 Describe your observations and recommendations for addressing and possibly resolving the issues apparent in the following scenario:

You, as the Service Provider, have decided to maintain four (4) staffed ALS ambulances during the peak call periods for EMS emergencies. At 4:00 pm on a weekday afternoon, all four ambulances are either at the scene of or on their way to a medical emergency somewhere in the County. Another EMS call comes into the Communications Center. Knowing that the Service Provider's ALS ambulances are already "in service", the Communications Center [as they currently do] locates and requests that one of the in-County franchisees, otherwise providing only non-emergency/convalescent ambulance transportation, take the call. They do. And, as it turns out, transport the patient to an area hospital. 5.6.1.1 and 5.6.1.2 essentially state that the Service provider will have an ALS ambulance available 24 hours a day, and respond to all emergency requests received. How do you respond? Who pays for the transport? How might the County Communications Center manage this situation differently? Considering the requirements addressed in 5.6.1.1 and 5.6.1.2; where does the Service Provider's responsibility lie and/or how might the Service Provider assist the County in the management of situations similar to this?

6.3 Background Information

The service provider shall provide the following general background information:

6.3.1 Name, address, telephone number, fax number and website address of the firm.

6.3.2 Is the company under whose name this proposal is being presented a *single* individually owned company, a subsidiary of a larger company or organization, or actually an arm of another company “doing business as” the named company submitting this proposal?

6.3.3 Any previous firm names or d/b/a’s under which the Service Provider has provided services

6.3.4 Form of the business entity, i.e., corporation, partnership, etc.

6.3.5 The names of Principal Officers of the firm, position/title, and office location

6.3.6 State of Incorporation

6.3.7 The location(s) and telephone numbers of the major offices or other facilities that may relate to the Service Provider's performance under the terms of this RFP.

6.3.8 Whether the Service Provider is currently registered to do business in North Carolina

6.4 Experience & Personnel

Identify and provide:

6.4.1 Number of years the Service Provider has been in business.

6.4.2 Number of years of experience with providing the types of services sought by this RFP.

6.4.3 Describe the level of technical experience the Service Provider intends to offer in providing the types of services sought by this RFP.

6.4.4 Letters of reference from, *or* name, title, telephone and e-mail address of, no less than three (3) current or previous clients knowledgeable of the Service Provider's current/past performance in providing services similar to those described in this RFP.

6.4.5 Provide the names, credentials and experience of the key personnel, including the site manager, who will be assigned to this contract.

6.5 Financials

Include the following:

6.5.1 The Name, title/position and contact information of three (3) financial references.

6.5.2 A copy of the most recent and complete audited and certified financial statement of the corporation.

6.6 History

6.6.1 During the last five (5) years, has the Service Provider had a contract for services terminated for any reason? If so, please provide details related to the termination.

6.6.2 During the past five (5) years, has the Service Provider been involved in any litigation or legal dispute regarding the services it provides or its performance in doing so? If so, please explain.

6.6.3 During the past five (5) years, has the service provider declared or filed for bankruptcy?

6.7 Cost Proposal

Based on the information provided in this RFP and that available in the previously referenced 2010 EMS Study, provide a cost proposal to provide the level of services addressed in this RFP, for the ***first full year of operation***.

6.7.1 With regards to billing for services provided, identify the Service Provider's current rate schedule for the following:

1. ALS Transports
2. BLS Transports
3. Emergency Response-no transport
4. Mileage Rates
5. Stand By and/or other Services

6.7.2 If you have experienced or use additional or different categories for the billing of services than these that are listed, please elaborate and include the current rates that apply.

6.7.3 Please attach a schedule of the Service Provider's employee compensation and benefits, by position classification.

6.8 Additional Considerations

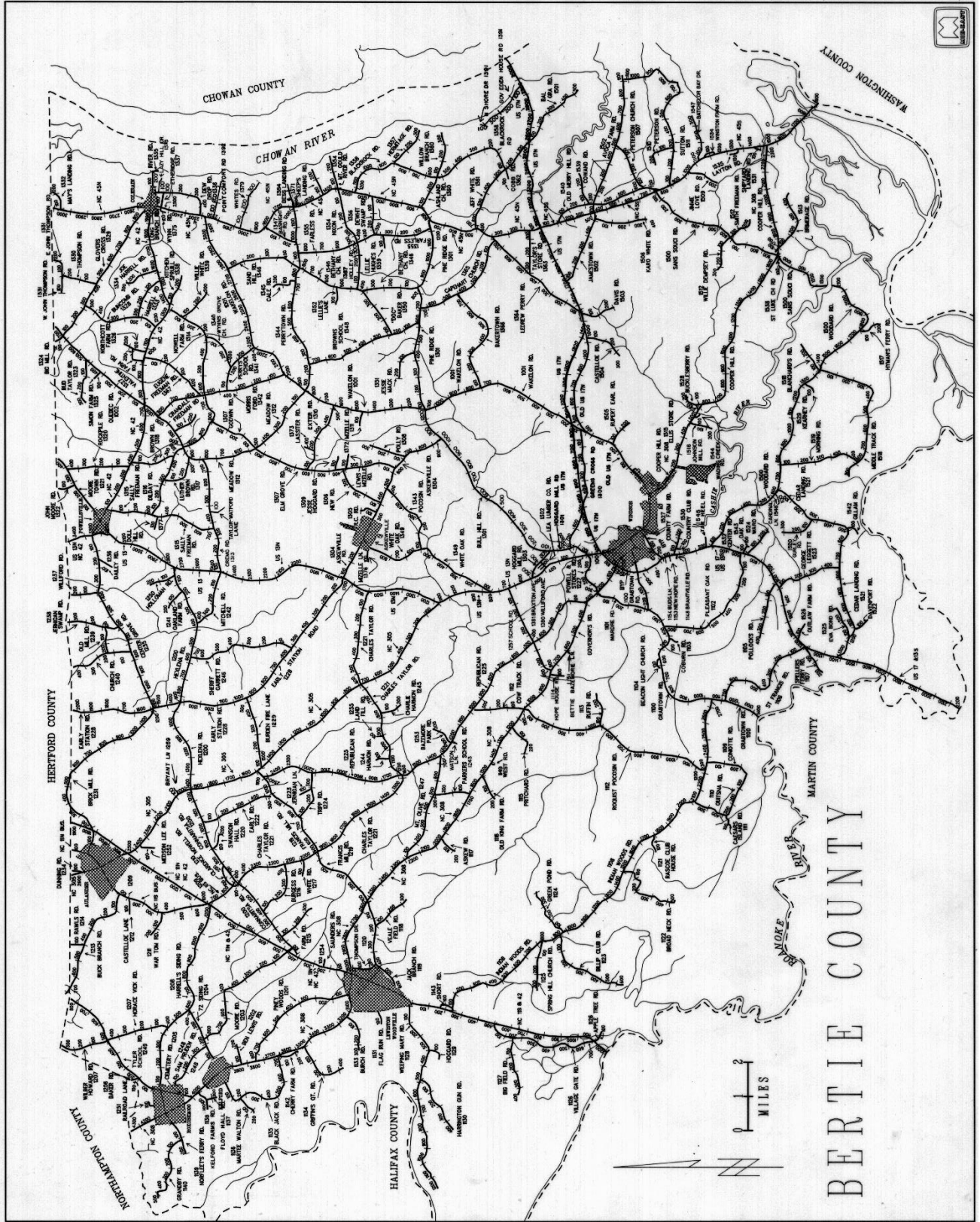
The RFP did not address convalescent or non-emergency ambulance transports as a designated responsibility of the perspective Service Provider. If this is an area of interest to the Service Provider; i.e. the opportunity to earn additional revenue, please don't hesitate to offer your comments.

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Section 7. Appendix

7.1 Map of Bertie County

7.2 County EMS and Ambulance Franchise Ordinance (Existing)



Current EMS Stations

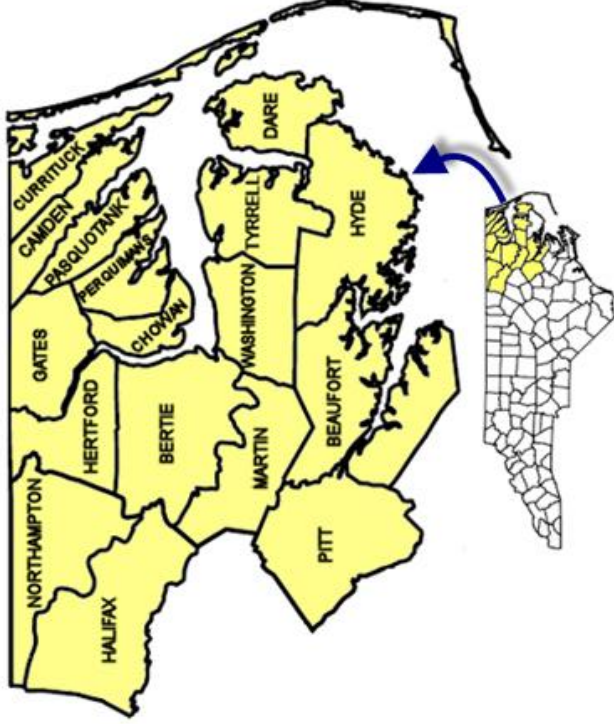
- **Station 22** - 208 S. Granville Street,
Windsor, NC 27983
- **Station 24** - 110 Winton Street, Colerain,
NC 27924
- **Station 26** - 103 W Church St, Lewiston
Woodville, NC 27849

Location



Bertie County, NC

Location



Observations

- The County is located in the Coastal Plains region of North Carolina.
- The county is 75 miles from the Outer Banks, 100 miles east of Raleigh, North Carolina and 90 miles southwest of Norfolk, Virginia.
- The County spans approximately 741 square miles.

**ORDINANCE REGULATING EMERGENCY MEDICAL SERVICE AND
GRANTING OF FRANCHISES TO EMERGENCY MEDICAL SERVICES AND
AMBULANCE OPERATORS**

The Board of Commissioners of Bertie County does hereby enact an ordinance governing the granting of franchises for Emergency Medical Services and ambulance transportation services and does ordain the following:

SECTION I. DEFINITIONS

Unless the context otherwise requires or unless otherwise specified, the following definitions shall apply in the interpretation and enforcement of this Ordinance:

1.1 AMBULANCE

"Ambulance" means any privately or publicly owned vehicle, aircraft, or vessel that is specially designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation of patients on the streets or highways, waterways, or airways of this State.

1.2 DEPARTMENT

"Department" means the Department of Human Resources Office of Emergency Medical Services.

1.3 EMERGENCY MEDICAL TECHNICIAN (EMT)

"Emergency medical technician" means an individual who has completed an educational program in emergency medical care approved by the Department and has been credentialed as an Emergency Medical Technician by the Department.

1.4 AMBULANCE PROVIDER

"Ambulance provider" means an entity, whether an individual, firm, corporation, or association, including those operating for a profit or as non-profits, which engages or professes to engage in the business, whether for profit or not for profit, or service of transporting patients in an ambulance.

The term "ambulance provider" shall not include any volunteer, nonprofit, emergency rescue squads operating within Bertie County of which there are currently four (4), to-wit: Lewiston-Woodville Fire and EMS Incorporated, Bertie Rescue Squad, Colerain Rescue Squad, and Aulander Rescue Squad.

1.5 COUNCIL

"Council" shall mean the Bertie County Emergency Medical Services Council.

1.6 COUNTY

"County" shall mean Bertie County, which is governed by the Bertie County Board of Commissioners.

1.7 DISPATCHER

"Dispatcher" shall mean a person who is available at all times to receive request for emergency services, to dispatch emergency services, and to advise local law enforcement agencies and emergency medical facilities of any existing or threatened emergency.

1.8 EMERGENCY

"Emergency transportation service" shall mean the use of an ambulance, its equipment, and personnel, to provide medical care and transportation of a patient who is in need of immediate medical treatment in order to prevent loss of life or further aggravation or psychological illness or injury.

1.9 NON-EMERGENCY

"Non-emergency transportation service" shall mean the operation of an ambulance for any purpose other than "emergency transportation service".

1.10 FRANCHISE

"Franchise" shall mean a permit issued by the County to an ambulance provider, whether providing emergency or non-emergency service.

1.11 EMERGENCY MEDICAL SERVICE OR EMS

"Emergency Medical Service or EMS" means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual's needs for emergency medical care within the scope of practice as defined by the North Carolina Medical Board in accordance with N.C.G.S. 143-514 in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

1.12 EMERGENCY MEDICAL SERVICES PERSONNEL

“Emergency Medical Services Personnel” means all of the personnel defined in N.C.G.S. Section 131E-155 and in this Ordinance.

1.13 MEDICAL RESPONDER

“Medical Responder” means an individual who has completed an educational program in emergency medical care and first aid approved by the Department and has been credentialed as a medical responder by the Department.

1.14 PATIENT

“Patient” means an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated.

1.15 VOLUNTEER NONPROFIT EMERGENCY RESCUE SQUADS

“Volunteer nonprofit emergency rescue squads” means an organization within Bertie County, which is a volunteer nonprofit emergency rescue squad organized and existing under the laws of the State of North Carolina, which is eligible to receive public funds from Bertie County, of which there are presently four (4) within Bertie County, to-wit: Lewiston-Woodville Fire and EMS, Inc., Bertie Rescue Squad, Colerain Rescue Squad, and Aulander Rescue Squad.

1.16 HIPAA

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, PUB. L. No. 104-191, 110 Statute. 1936 (1996)

SECTION II. FRANCHISE REQUIRED

2.1 No entity either as owner, agent or otherwise, except any volunteer nonprofit emergency rescue squad, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the service of emergency or non-emergency transportation of patients within the County of Bertie unless the person holds a valid permit for each ambulance used in such business or service issued by the North Carolina Department of Human Resources, Office of Emergency Medical Services, and has been granted a franchise for operation of such business or service by the County of Bertie pursuant to the Ordinance.

2.2 Every ambulance, when transporting a patient, shall be occupied at a minimum by all of the following:

A. At least one emergency medical technician who shall be responsible for the medical aspects of the mission prior to arrival at the medical facility, assuming no other individual with higher credentials is available.

B. One medical responder who is responsible for the operation of the vehicle and rendering assistance to the emergency medical technician.

An ambulance owned and operated by a licensed healthcare facility that is used solely to transport sick or infirm patients with known, non-emergency medical conditions between facilities or between a residence and a facility for scheduled medical appointments is exempt from the requirements of this subsection.

2.3 No entity, either as owner, agent, or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the service of emergency or non-emergency transportation of patients within the County of Bertie unless the franchise is certified to operate at a level set by the County of Bertie.

2.4 No franchise shall be required for:

A. Any entity rendering assistance to franchised EMS in the case of a major catastrophe, mutual aid or emergency with which the services franchised by the County of Bertie are insufficient or unable to cope; or,

B. Any entity operated from a location or headquarters outside of the County of Bertie in order to transport patients, who are picked up beyond the limits of the County of Bertie, to facilities located within the County of Bertie.

C. Ambulances owned and operated by an agency of the United States Government.

D. Volunteer nonprofit emergency rescue squads operating within the County of Bertie.

SECTION III. APPLICATION FOR EMERGENCY/NON-EMERGENCY FRANCHISE

3.1 Application for a franchise to be an ambulance provider, whether providing emergency or non-emergency transportation service in the County, shall be made, by the ambulance provider as prescribed by the County, and shall contain:

A. The name and address of provider and of the owner of the ambulance(s).

B. The trade or other fictitious names, if any, under which the applicant does business, along with a certified copy of assumed name certificate stating such name or articles of incorporation stating such name.

C. A resume of the training and experience of the applicant in the transportation and care of patients.

D. A full description of the type and level of service to be provided including the location of the place or places from which it is intended to operate, the manner in which the public will be able to obtain assistance and how the vehicles will be dispatched.

E. An audited financial statement of the applicant as the same pertains to proposed or actual operations in the County which shall be filed with the County by June 1 of each year. When an initial application for a franchise is filed, the applicant must file an audited financial statement of the applicant as the same pertains to operations in the County as of June 1 of the nearest year to the date of the application. Said financial statement shall be made in such form and in such detail as may be required by the County.

F. The applicants will have to provide the period of coverage as designated by the County for the district covered by the franchise applied for and an accurate estimate of the minimum and maximum times for a response to calls within such district. The average response time can not be over 15 minutes.

G. Any information the County shall deem reasonably necessary for a fair determination of the capability of the applicant to provide service in the County in accordance with the requirements of State, Federal, and County laws, including the provisions of this Ordinance.

SECTION IV. GRANTING OF FRANCHISE

4.1 Before accepting an application for the operation of an ambulance provider, whether providing emergency medical service or non-emergency medical transportation service, the County may designate specific service areas as franchise districts. Said districts will be established using criteria including geographic size, road access, the location of existing medical transportation services, other ambulance providers, population, and response time. The County shall have the authority to redistrict or rearrange existing districts at any time in its sole discretion.

4.2 An applicant may apply for a franchise to operate either emergency medical service or non-emergency medical transportation service or both. If both types of service are to be provided, separate applications must be filed for each type of franchise.

4.3 Upon receipt of an application for a franchise, the County shall schedule a time and place for hearing the applicant. Within 30 days after hearing, the County shall cause such investigation, as it may deem necessary to be made of the applicant and its proposed operations.

4.4 A franchise may be granted if the County finds that:

A. The applicant has met State standards and the standards outline in this Ordinance.

B. The proposed service will fit within the existing service so as not to adversely affect the level of service or operations of other franchises to render service.

C. A need exists for the proposed service in order to improve the level of emergency medical services or non-emergency medical services available to residents of the County and that this is a reasonably cost effective manner of meeting this need.

SECTION V. TERM OF FRANCHISE

5.1 The County may issue a franchise hereunder to an ambulance provider, to be valid for a term determined by the County, provided that either party, at its option, may terminate the franchise upon sixty (60) days prior notice to the other party. After a notice of service termination is given, the provider may reapply for a franchise if continued service is desired. The franchise may be renewed upon application for renewal sixty (60) days before term expires.

5.2 Upon suspension, revocation, or termination of a franchise granted hereunder, such franchised provider immediately should cease operations. Upon suspension, revocation, or termination of a driver's license or emergency medical technician certificate, or medical responders certificate such persons shall cease to drive an ambulance, perform service, or be responsible for the operation of an ambulance. The franchisee shall not permit such an individual to drive an ambulance or provide medical care.

5.3 Each franchised provider shall comply at all times with the requirements of this Ordinance, the franchise granted hereunder, and all applicable state and local laws relating to health, sanitation, safety, equipment, ambulance design, and all other laws and ordinances.

5.4 Prior approval of the County shall be required where ownership, control, or right of control of more than 10 percent (10%) of the franchise is acquired by an entity or a group of entities acting in concert, none of whom own or control 10 percent (10%) or more of such right of control, singularly or collectively, at the date of the original franchise. By its acceptance of the franchise, the franchisee specifically agrees that any such acquisition occurring without prior approval of the County shall constitute a

violation of the franchise and shall be a cause for immediate termination at the sole discretion of the County.

5.5 Any change of ownership of a franchised provider without the approval of the County shall terminate the franchise and shall require a new application and a new franchise and conformance with all the requirements of this Ordinance as upon original franchising.

5.6 No franchise may be sold, assigned, mortgaged, or otherwise transferred without the approval of the County and a finding of conformance with all requirements of this Ordinance as is required upon original franchising. Each franchised provider, its equipment and the premises designated in the application and all records relating to its maintenance and operation, as such, shall be open to inspection by the State, the County, or their designated representatives.

5.7 A franchise may not be defaced, removed, or obliterated.

SECTION VI. STANDARDS FOR EMERGENCY MEDICAL SERVICES PERSONNEL

6.1 Standards for emergency medical services personnel, as developed by the Department in accordance with the laws of the State of North Carolina, specifically N.C.G.S. Chapter 131E, Article 7, and N.C.G.S. Chapter 143, Article 56 shall be applied and same are incorporated in this Ordinance by reference.

SECTION VII. STANDARDS FOR VEHICLES AND EQUIPMENT

7.1 Vehicles and equipment standards as developed by the North Carolina Medical Care Commission pursuant to Article 7, Chapter 131E, and Article 56, Chapter 143, of the General Statutes of North Carolina, as amended from time to time, and shall be applied and the same are incorporated herein by reference.

SECTION VIII. STANDARDS FOR COMMUNICATIONS

8.1 Each vehicle used shall be equipped with an operational two-way radio capable of establishing good quality voice communications from within the geographic confines of the county to each hospital(s) emergency department in the county in which the ambulance is based. Each vehicle shall be equipped with two-way radio communications capabilities compatible with all hospitals emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the state. Each vehicle shall be equipped with an operational two-way radio capable of establishing good quality voice communications from within the geographic confines of the county with the dispatching agency within the county.

8.2 Each ambulance provider shall either maintain current authorization from the Sheriff of Bertie County to use the County's Federal Communication Commission frequency and license or shall acquire and maintain Federal Communication Commission licenses for all frequencies and radio transmitters operated by that provider. Copies of all authorizations and licenses shall be on display and available for inspection pursuant to the Rules and Regulations of the Federal Communication Commission.

SECTION IX. INSURANCE

9.1 No franchise shall be valid before or after issued under this Ordinance, nor shall any provider operate in the County of Bertie unless the franchise has at all times in force and effect insurance coverage, issued by an insurance company licensed to do business in the State of North Carolina, for each and every provider owned or operated by for the franchise providing for the payment of damages:

A. In the sum of \$1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of said vehicle would be liable on account of liability imposed on him by law, regardless of whether the ambulance was being driven by the owner of his agency; and,

B. In the sum of \$100,000 for the loss of or damage to the property of another, including personal property, where the owner of the vehicle would be liable, in such sums as may be required by law.

9.2 No franchise shall be valid before or issued under this Ordinance nor shall any ambulance provider operate in the County unless the franchisee has at all times in force and effect Workers' Compensation Insurance as required by the provisions of N.C.G.S. 97-93(a). Each ambulance provider shall also comply with all other Workers' Compensation Insurance provisions as required by the North Carolina Workers' Compensation Act set forth in N.C.G.S. Chapter 97.

9.3 No franchise shall be valid or continue to be valid once issued without certification to the County that the liability and workers' compensation insurance required in Sections 9.1 and 9.2 above are in full force and effect. Failure to produce such continuing certification and proof of the existence of such insurance shall be grounds for immediate termination of any franchise granted herein.

SECTION X. RECORDS

10.1 Each franchise shall maintain the following permanent records:

- A. Record of Dispatch - Shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.
- B. Audited Financial Statement as of June 1 of the previous year.
- C. Certificate of continuing existence of the insurance required under Section IX of this Ordinance.

Each of these permanent records shall be maintained annually and shall be available for inspection by the Bertie County Office of Emergency Management upon request.

SECTION XI. RATES AND CHARGES

11.1 Each franchise shall submit a schedule of rates to the County for approval and shall not charge more or less than the approved rates without specific approval by the County.

SECTION XII. HIPAA

12.1 Each and every ambulance provider and entity for whom a franchise is required under this Ordinance shall comply with all of the requirements of HIPAA.

SECTION XIII. ENFORCEMENT

13.1 The Bertie County Office of Emergency Management shall be the enforcing agency for the regulations contained in the Ordinance. Such office will:

- A. Receive all franchise proposals from potential providers.
- B. Study each proposal for conformance to this Ordinance.
- C. With the approval of the Council, recommend to the Board of Commissioners the award of the franchise(s) to the applicants submitting the best proposal(s).
- D. Inspect the premises, vehicles, equipment, and personnel of franchises to ensure compliance to this Ordinance and perform any other inspections that may be required.

E. With the approval of the Council, recommend to the Board of Commissioners the temporary or permanent suspension of a franchise in the event of non-compliance with the franchise terms of this Ordinance.

F. Ensure by operative agreement with other emergency medical service providers the continued service in a district where an emergency medical service franchise has been suspended.

G. Receive monthly reports from providers and consolidate the same into a quarterly summary for review by the Council and the County.

H. Receive complaints from the public, other enforcing agencies, and EMS regarding franchise infractions. Review the complaint with the Council. Obtain corrective action with the approval of the Council.

I. With the approval of the Council, recommend improvements to the County, which will insure better medical transportation.

J. Maintain all records required by this Ordinance and other applicable County regulations.

K. Perform such of the above functions as may be requested by any municipality within the County of Bertie.

L. The Director of Emergency Medical Services shall serve as staff to the Bertie County Emergency Medical Services Council on all matters that pertain to the Council.

13.2 Any applicant for a franchise who is rejected by the Office of Emergency Management in the enforcement of this Section shall have the right to appeal first to the Emergency Medical Services Advisory Council and further to the Board of County Commissioners for final decision. Said aggrieved party should give ten (10) days written notice of appeal from the date the decision is received.

13.3 The Bertie County Board of Commissioners shall be the final and ultimate source for the interpretation of this Ordinance. The Bertie County Board of Commissioners may overrule or supercede decisions of the Bertie County of Emergency Management and may amend or modify this Ordinance as by law allowed.

SECTION XIV. MISCELLANEOUS

14.1 The County may inspect a franchisee's records, premises, and equipment at any time in order to ensure compliance with this Ordinance and any franchise granted hereunder.

SECTION XV. EMERGENCY MEDICAL SERVICE ADVISORY COUNCIL

15.1 The Council shall have the responsibility and duty of advising the Emergency Management Coordinator on matters relating to the enforcement of this Ordinance as specified in section XII above and shall develop and recommend for approval by the Board of County Commissioners such standards of care, policies, procedures, and other actions which will maintain and improve the quality of emergency medical services for the residents of Bertie County.

15.2 Membership on the Council shall consist of:

- A. One member from the Bertie County Rescue Association
- B. Administrator of Bertie Memorial Hospital or his designee
- C. One member of the Bertie County Board of Commissioners
- D. The Bertie County Emergency Management Coordinator
- E. Two Citizens-at-large, who do not have to be citizens of Bertie County, appointed by the Board of Commissioners.
- F. Bertie County Medical Director.

15.3 All members of the Council shall have full and equal voting rights on matters to be considered by the Council except the member from the Bertie County Rescue Squad Association and the Bertie County Emergency Management Coordinator, who shall be non-voting members, having advisory roles only.

15.4 Members of the Council shall be appointed by the Bertie County Board of Commissioners and shall serve a term of two (2) years.

15.5 The County Commissioners can remove any member of the Council for any reason at any time by majority vote.

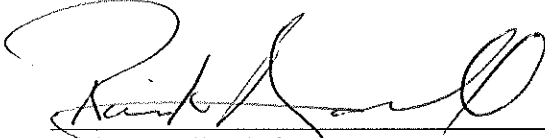
SECTION XVI. ADDENDUM TO ORDINANCE

16.1 The Board of County Commissioners may, through appropriate actions, amend or expand this Ordinance to include other emergency departments or agencies as deemed necessary.

SECTION XVII. EFFECTIVE DATE

This Ordinance shall take effect on September 1, 2005.

Original ordinance passed September 1, 2005, amended October 3, 2005.

A handwritten signature in black ink, appearing to read "Rick Harrell", written over a horizontal line.

Rick Harrell, Chairman
Bertie County Board of Commissioners