

Ashley Honeycutt

From: Patty Gambill
Sent: Thursday, July 29, 2021 9:09 AM
To: Ashley Honeycutt
Subject: agenda item for September 7th BOC meeting

Ashley,

Can you please put me on the agenda for the board's September 7th meeting for a discussion on the ambulance service contract?

I will be sending you a document to include in the packet sometime next month.

Thanks,

Patty

Patty Gambill
Emergency Management Coordinator
County of Ashe
(336) 846-5521

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that might be sent in response to it may be considered public record and as such are subject to request and review by, and disclosure to, third parties.

Ashley Honeycutt

From: Patty Gambill <Patty.Gambill@ashecountygov.com>
Sent: Tuesday, August 24, 2021 11:58 AM
To: Ashley Honeycutt
Subject: document for board agenda item
Attachments: ambulance service RFP draft for 2024 revised 1.docx

Ashley,

This document goes with the Ambulance Service RFP agenda item for the BOC for their first September meeting.

Patty Gambill
Emergency Management Coordinator
County of Ashe
(336) 846-5521

County of Ashe
North Carolina
150 Government Circle Suite 2500
Jefferson, NC 28640
5501

Date

Phone (336) 846-

**REQUEST FOR PROPOSALS TO PROVIDE AMBULANCE
SERVICE FOR THE
COUNTY OF ASHE, NORTH CAROLINA
CONTRACT PERIOD TWELVE O'CLOCK NOON JUNE 30, 2024
THROUGH TWELVE O'CLOCK NOON JUNE 30, 2030**

This document extends to your firm an invitation to submit a proposal to supply the County with the service indicated above. Proposals for the above will be received at the office of the County Manager at or before 2 p.m., Friday January 28, 2022, at which time the proposals will be opened and reviewed by the County Manager and the Emergency Management Coordinator. Proposals will be reviewed by the County Commissioners at one of their future meetings. Proposals must be typed or printed in ink. Proposals should be clearly marked as "AMBULANCE SERVICE PROPOSAL" and **eight (8) copies** addressed or hand delivered to: County of Ashe, 150 Government Circle Suite 2500, Jefferson, NC 28640. No faxed or emailed proposals will be accepted. Late or unsigned proposals will not be accepted or considered.

All bidders must furnish to the County, upon request, evidence that they are a responsible bidder. The County of Ashe reserves the right to reject any or all proposals, or to award the proposal, which in its opinion, is in the best interest of the County. **It is expressly stated that the contract will not be awarded on a competitive process, but on the basis of negotiations with the potential Service Providers based on the information submitted in their proposals.**

For the purpose of communications by the parties as to matters pertaining to the proposal, general inquiries should be directed to the Emergency Management Coordinator at (336) 846-5521.

REQUEST FOR PROPOSALS
FOR EMERGENCY MEDICAL SERVICES

1. SERVICES TO BE PROVIDED

- A. EMS. The Provider agrees to provide emergency and convalescent EMS for the County for the Term noon June 30, 2024 through noon, June 30, 2030. EMS includes ambulance service and field level NCOEMS credentialed Paramedic care on each ambulance that it provides within the county.

The Service Area shall include all of Ashe County. Two of the following will be dispatched on a limited basis as back-up support – Ashe County Rescue Squad, Fleetwood Volunteer Fire & Rescue Department (VFRD), Laurel Springs VFRD, Pond Mountain VFRD or Warrensville VFRD. The County receives 3,600-4,200 EMS calls annually, including no-transport.

1. The provider will work with all other franchised providers of Rescue and EMS in the County's territorial boundaries ("Coverage Area") to ensure EMS coverage on 100% of all bona fide "9-1-1" calls received by the County in the Coverage Area without regard to gender, race, religion, age, nationality, or ability to pay. The provider acknowledges and agrees that nothing in the Agreement will prohibit other providers of EMS in the Coverage Area from providing backup EMS, which will involve members and their immediate families.
2. The Provider's proposal should specifically detail a plan of how the service will meet the total ambulance needs on a 24-hour, 7-day per week basis. The plan should address how they will integrate, if at all, the current volunteer rescue and fire/rescue squads with their service.
3. The proposal should address in detail how the Provider intends to meet the requirements outlined in this request for proposal. An implementation schedule shall also be provided.
4. The provider shall also respond to Structure Fire Standbys and Public Assistance calls within the community such as falls and lift assists.

- B PERSONNEL. The Provider shall be responsible for all management and personnel issues related to EMS employees hired by the Provider. Personnel certified in North Carolina at the paramedic (EMT-P) level shall under normal circumstances provide the EMS required hereunder. Those employees retained by the Provider to provide EMS pursuant to this Agreement shall at all times be employees of the Provider and shall be subject to the Provider's personnel policies and guidelines, including any General Operating Guidelines ("GOG"). All technicians shall operate under the oversight of the Ashe County Medical Director. The Provider is responsible for courteous and professional conduct and appearance of field and office personnel at all times.

- C. **MANAGEMENT/ORGANIZATION.** The EMS Director, Training Officer, and one clerical person shall maintain offices in Ashe County. Any Medical Director fees shall be paid by Ashe County or Ashe Memorial Hospital. All parties in ownership or partnership of the Service Provider must be disclosed in the proposal. The director for the Service Provider must be named in the proposal and must provide his/her emergency medical services background, paramedic level experience, and experience as a Director of a similar organization in the proposal. The director must reside within 45 road miles of the base location, must be credentialed as a paramedic in the State of North Carolina with at least five years of experience as a paramedic and must have a minimum of three years of experience directing a similar organization. A copy of the credentials should be submitted with the proposal. Information on the company's organizational, financial, and operations structure shall also be included in the proposal. If the EMS director resides out of county, a qualified assistant director that meets the aforementioned criteria must be appointed to work within the county and named in the proposal and credentials provided with proposal submission.
- D. **FACILITIES AND EQUIPMENT.** The Provider shall upgrade and replace ambulances, defibrillators, and other assets on a reasonable basis, at its expense, as it deems necessary. The Provider shall be responsible for all capital and equipment purchases, such purchases to be made at its reasonable discretion. The Provider must establish a base station capable of housing all staffed ambulances. All ambulances must be inspected daily to insure their safe and proper operation. The base station of the Service Provider must be located within one (1) mile of the incorporated areas of Jefferson or West Jefferson. The base station must have adequate housing facilities to meet state standards. The Provider shall maintain neat and clean equipment and facilities. All facilities, records and equipment may be inspected from time to time by the county, acting through its proper officials, the Ashe Memorial Hospital Quality Management Committee, or the North Carolina Office of Emergency Medical Services to insure compliance by the Service Provider. The bidder must include in the proposal a facilities plan that details station location, how the Provider intends to station/house the operation, including ambulance crews, management, training, billing and collections.
- E. **SCHEDULE OF CHARGES AND BILLING**
- (1) The Ashe County Board of Commissioners shall be responsible for establishing all charges for EMS provided pursuant to this Agreement. Such charges shall not exceed reasonable and customary amounts for such services. Annually, the Center for Medicare and Medicaid Services ("CMS") publishes an Inflationary Index Charge ("IIC") used

to guide increases CMS pays providers for ambulance services rendered to Medicare beneficiaries. The Provider may charge maximum Medicare and Medicaid rates but must provide the County of notification of said changes prior to implementation.

- (2) The Provider shall be responsible for billing and collections for EMS services provided. Billing and settlement of claims shall be at the sole discretion of the Provider. Notwithstanding the foregoing, the Provider will use reasonable efforts to establish payment plans for individuals with limited means. Proposals should clearly outline all billing and collection procedures and methods.

F. MISCELLANEOUS

- (1) The Provider's EMS personnel will aid and assist Ashe County Emergency Management on a reasonable basis, subject to the availability of resources. The Provider will participate in Ashe County Emergency Management disaster response activities and disaster drills as requested.
- (2) Ashe County reserves the right to coordinate service delivery in the County with emergency services and vehicles.
- (3) Significant changes in operations involving the services to Ashe County will be discussed between the Provider's EMS Director, the County EMS System Administrator, and the County Manager.
- (4) The County shall have the right to inspect all records, premises and equipment at any time in order to insure compliance with state and federal regulations, with the exception of those protected by federal confidentiality laws. These records shall be provided with the confidential information removed.
- (5) The Provider agrees to provide storage for and, rotate stock in, the Ashe County Mass Casualty Trailer.

G. SCOPE OF EMS. The requirements below are illustrative of some of the primary responsibilities only and should not be considered complete. Numerous ancillary and support functions are also the Provider's responsibility, such as compliance with insurance requirements, NC Office of Emergency Medical Services requirements, personnel recruitment, emergency planning and preparedness, inventory control and other functions. The following shall be included within the scope of EMS to be provided by the Provider:

- (1) Emergency medical services and non-emergency transports for the County, which services and transports shall be coordinated with all

rescue squads within the County's territorial jurisdiction. These services shall include abiding by, and coordination of, all system planning requirements such as Infection Control, Vehicle Repair and Maintenance, and Emergency Vehicle Operations as directed by the North Carolina Office of Emergency Medical Service as well as the local EMS Wheels Rolling (Chute Time) Policy, EMS Turn Around Time Policy, and EMS Documentation and Data Completion Policy. There are policy differences for paid and volunteer services.

- (2) All vehicles, equipment, and personnel needed to provide EMS in Ashe County, North Carolina. All vehicles to be used in providing services hereunder shall be the responsibility of the Provider and shall be certified and permitted as either a type I, type II, or type III ambulance by the Office of Emergency Medical Services (OEMS) for the State of North Carolina. The specific make, model, and year of such vehicles shall be determined by the Provider but shall be in good working condition. The equipment to be provided here shall be suitable for providing the level of care contemplated herein and must meet approved medical protocols.

- (3) **The service must provide four ambulances at all times, i.e. twenty-four hours per day, seven days per week, 365 days per year. The service must provide a N.C. credentialed paramedic for each of the four ambulances in service. One ambulance shall stay within Ashe County at all times.** The service shall provide for a minimum of three fully stocked **four-wheel-drive ambulances** in good condition and meeting state requirements, but may have additional two-wheel drive ambulances to operate as appropriate.

The Service Provider must also provide an alternate bid for the addition of a fifth full-time staff and a fourth four-wheel-drive ambulance and must be able to add operation of this staff within ninety (90) days after notice from the Ashe County Board of Commissioners, if they deem it necessary.

The Service provider must also provide an alternate bid for provision of a full-time (Monday-Friday 8 am-5 pm) Community Paramedic, associated QRV and equipment. If a Community Paramedic is funded, the Provider shall make the Community Paramedic available to respond to Public Assists such as falls and lift assists as well as standbys. In addition, the Community Paramedic shall be available to respond to emergency medical calls when all primary EMS units are tied up on other calls and shall be authorized by the Provider to provide a ride-in response on an EMS unit from any of the volunteer agencies.

These units (all units mentioned in both the primary and alternate scopes of work) will not be used to supplement any other county or state other than during a true mutual aid event. The service shall provide the county a list of all equipment which is in service on not

less than an annual basis or upon request. The Provider shall assure that all equipment in use will be removed from service once it becomes obsolete or needed to be replaced due to normal wear and tear.

- (4) Coverage of all emergency and non-emergency calls in the areas covered by this proposal. The Provider may contract for mutual aid with the various EMS providers located and operating within the county; however, by entering into any such contracts, the Provider shall not diminish, waive, release, or shift to any other persons its duties, responsibilities, or liabilities hereunder.
- (5) The vehicles, equipment, and personnel required by this proposal shall be maintained in a state of readiness to provide NCOEMS credentialed Paramedic field level EMS service twenty-four hours per day, seven days per week, 52 weeks per year, and sufficient to provide appropriate EMS coverage to the citizens of Ashe County.
- (6) A Director of EMS who shall serve as the Provider's representative in relation to the performance of any agreement arising from submitted proposal. The Director shall also serve as the contact person between the Provider, the County and any EMS agencies the provider has contracted with. The Director shall reside within 45 road miles of the base and must be NCOEMS credentialed at the Paramedic level with at least five years experience as a paramedic and a minimum of three years experience as director of a similar organization.
- (7) The Provider shall submit an annual financial statement from a CPA in accordance with generally accepted auditing standards.
- (8) The Provider shall provide a monthly report to the County outlining the number of calls responded to during the preceding month. It should address a breakdown of the nature and type of each call with respect to emergency/non-emergency status, routine transport or post mortem etc. Payee information covering totals in out-of-pocket, Medicare, Medicaid, or private insurance should also be included. Information covered by federal confidentiality laws may be excluded.
- (9) The Provider is responsible for participating in quality management activities and coordination of medical control and training activities within Ashe County as outlined in the Ashe County EMS System Plan and as required by NCOEMS and the Medical Director. This includes drafting and maintaining EMS Protocols as required for approval by the Medical Director and the EMS System Administrator, actively participating in quarterly Quality Management Committee meetings and Triad Regional Advisory Council meetings and submitting timely EMS reports in a manner approved by NCOEMS. The Provider shall be included in, and abide by, the County EMS System Plan. Any

changes to the EMS System Plan must be approved by the Medical Director, the County EMS System Administrator and the County Manager. The Provider is responsible for in-service training for its employees and all first responders in the county to maintain all credentials. All training will be free of charge and open to all departments operating under the Ashe County EMS System Plan.

- (10) That as part of the consideration for the money paid by the County and in addition to the fees allowable to be charged to patrons of said ambulance service by the Provider, for which the County shall not be liable, the Provider agrees to transport all indigent persons for the purpose of emergency or convalescent care without additional charge to the County. The Provider's obligation shall be to transport the patient to the nearest physician or treatment facility capable of treatment and willing to accept the patient. The Provider shall have the right, in cases where indigence is in question, to attempt to collect the bill from the patient or any third party payment source until such time as it becomes readily apparent that the patient is indigent and/or there is no third party payment source. In addition, the Provider shall transport all prisoners housed in the Ashe County Jail for medical treatment within the County. The Provider shall also have the right to collect directly from any prisoner so transported or third party payment source (other than the County) if available.
- (11) The County operates under Emergency Medical Dispatch Protocols. The Provider agrees to cooperate with the County in this endeavor and adhere to the EMD protocols utilized by the County.
- (12) Provider will be responsible for implementing a communications system (including but not limited to a primary dispatch, two-way radios, repeaters, pagers, antennas etc) in order to communicate with 911 dispatch, Ashe Memorial Hospital and other emergency personnel. Ideally this should be a frequency that is in addition to the 155.280 mhz used by the Rescue Squad. Provider also agrees to participate with the NCOEMS in the 800 MHZ EMS radio system implementation by acquiring any necessary equipment and utilizing the system as required.

H. THE PROVIDER WARRANTS THAT:

- (1) It shall comply with all federal, state and local laws, rules, and regulations pertaining to the provision of emergency medical and ambulance services as defined in the North Carolina General Statutes and regulations promulgated thereunder.
- (2) Each vehicle and all personnel that it provides hereunder will at all times be properly licensed and certified in accordance with applicable

rules, regulations, and statutes. All vehicles and personnel used or employed in the future to provide services hereunder shall be credentialed by the North Carolina Office of Emergency Medical Services.

- (3) The parties hereto shall take all actions to insure that their personnel associated with services provided pursuant to the proposal hold patient information as confidential and comply with applicable federal, state and local policies and regulations regarding its disclosure.
- (4) In the event it fails to provide the services required hereunder in accordance with the terms of the Agreement, and after notice and a reasonable opportunity to cure, the County shall be entitled to terminate the Agreement. The County shall furnish the Provider with written notice of the default, and the Provider shall have 30 days from the notice to remedy the default. If the Provider fails to remedy the default within 30 days of such notice, it shall be in breach of the contract, and the County may in its sole discretion terminate the agreement by giving 90 days advance notice to the Provider. In the event of such termination, the County shall have all remedies available to it at law and equity.
- (5) If any competent court or legislative or regulative body shall make it unlawful or impossible for either party to continue performance as set forth in this Proposal, then either party may give one hundred and eighty (180) days advance written notice of the day said party intends to cease performance to the other party by personal delivery or certified mail, return receipt attached, delivered to the usual place of business of the party to whom notice is given.
- (6) The provider shall submit an affidavit (1) attesting to the contractor's compliance with E-Verify (or, if the contractor employs less than 25 employees in this state, attesting to that fact), and (2) attesting to the contractor's subcontractors' compliance with E-Verify (or, if any subcontractors employ less than 25 employees in this state, attesting to that fact). There will be a provision in the contract awarded to the winning bidder that requires the contractor to ensure compliance by any subcontractors subsequently hired by the contractor.

2. OBLIGATIONS OF THE COUNTY

- A. The County agrees to retain the Provider to provide EMS during the Term so long as all provisions of this proposal are adhered to.

- B. The County recognizes Ashe Memorial Hospital is a participating hospital in the Quality Management Program as directed by the North Carolina Office of EMS. If, during the term of the Agreement, the North Carolina Office of Emergency Medical Services changes its rules to require the County to be responsible for handling reporting and auditing, the parties shall take all reasonable steps to identify an agent for the same.
- C. Patient choice will be honored where appropriate; although during emergency missions, the patient will generally be transported to the closest, most appropriate hospital. Typical destination hospitals are identified as either local community hospitals or those in adjacent counties.

3. TERM

The proposal shall be for a period of 6 year(s), beginning at noon June 30, 2024 and shall terminate at noon, June 30, 2030. After the fourth year, the agreement may be renewed or renegotiated for an additional period of time under the terms and conditions specified in the agreement, addressing issues involving additional years of service, including, but not limited to, increases in fees, unless either party shall give notice of its intention not to renew by providing written notice of at least 240 days prior to the expiration of the sixth year(s) term to the individuals so listed in the agreement. The County retains the right to place the service out for bid near the end of the contract term.

4. RENUMERATION

- A. During the Term, the County will make payments to the Provider (the "County Contribution") for purposes of offsetting the expenses of providing the EMS described herein. The County Contribution shall be payable to the Provider in equal monthly installments beginning July 31, 2024, and being due at the end of each month thereafter during the Term.
- B. If Medicare or Medicaid rates are substantially changed, the County and the Provider agree to renegotiate, in good faith, an adjustment in the County contribution to compensate for changes in Medicare or Medicaid fees generated by the Provider.

5. RELATIONSHIPS OF PARTIES

- A. In performing the services and obligations under this proposal, the Provider and all the Provider's employees performing services for the Provider shall be at all times acting and performing as independent contractors to the

County, and not as agents, representatives, or employees of the County. Nothing in the Agreement shall be deemed to constitute the parties as joint employees, joint venturers, partners, or anything other than independent contractors.

- B. Neither the County, nor the Provider, shall have or exercise any control, supervision, or direction over the professional judgment, nor a method employed by, any physician or medical director retained to support or provide EMS services.
- C. The parties expressly agree that nothing in this proposal will be deemed to prevent the Provider or any of its subsidiaries or affiliates from performing EMS and ambulance services for any other county, government unit, person or entity, as it may desire from time to time, so long as the primary ambulance units for Ashe County are not utilized (other than for a true mutual aid event).
- D. The County acknowledges that the Provider maintains active community relations and marketing programs designed to serve the residents of the County and enhance the reputation and visibility of the Provider and the County.
- E. The County recognizes that the Provider is a participant in various third party payment programs including, without limitation, Medicare and Medicaid, as well as various managed care programs, which participation is essential to the ability of the Provider to serve the residents of the County.

6. INSURANCE

- A. The County represents and warrants that, to the best of its knowledge, there are no outstanding circumstances that would prevent or inhibit the Provider from obtaining or maintaining customary insurance coverage for its EMS.
- B. The Provider agrees to procure, maintain and enforce during the service term, at its own cost, the following coverage :
 - 1. Worker's compensation insurance as required by the State of North Carolina.
 - 2. Automatic liability insurance with one million dollars (\$1,000,000.00) combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for any occurrence, with respect to each of the Providers owned, hired, or non-owned vehicles assigned to or used in performance of EMS hereunder.

3. Professional Errors and Omissions (medical malpractice) liability insurance with one million dollars (\$1,000,000) per occurrence or per claim. All employees must be covered under the Professional Errors and Omissions liability insurance.
 4. Excess umbrella liability insurance in the amount of six million dollars (\$6,000,000) in excess of the primary policies as set forth in subsection (1), (2), and (3).
- C. The Provider shall procure and maintain the minimum insurance coverage listed herein and shall name the County, County Public Officials/Officers and the Medical Director as additional insureds on these insurance policies. Such coverage shall be procured and maintained with forms and insurers reasonably acceptable to County. All coverage shall be continuously maintained to cover liabilities, claims, demands, and other obligations assumed by the Provider. In the case of any claims made against the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- D. A Certificate of Insurance shall be completed by the Provider's insurance agent(s) as evidence that the policies providing the required coverage, conditions, minimum limits, and the naming of County and the Medical Director as additional insureds are in full force and effect. The Certificate shall identify the Agreement and shall provide that coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the County.
- E. Failure on the part of the Provider to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract, upon which County may procure or renew any such policy or extend the reporting period thereto and may pay any and all premiums in connection therewith, and all moneys to be paid by the County shall be repaid by the Provider to County upon demand, or the County may offset the cost of the premiums against any moneys due to the Provider from the County. To the greatest extent possible consistent with law, the Provider and the County will do whatever is reasonably possible to preserve any financial benefits to which the County may be entitled.

7. FACILITIES AND EQUIPMENT DISPOSAL

- A. Upon termination, the County will have the first right to purchase upon 240 days notification of intent to provide a county-operated service, any capital assets utilized and owned solely by the Provider in connection with the conduct of the services provided pursuant to the Agreement, (including, but not limited to, equipment upgraded and replaced, if applicable) "AS IS" at their then fair market value as determined by an appraisal to be conducted by a qualified independent appraiser reasonably acceptable to the County

and the Provider. The cost of such appraisal will be born equally by the County and the Provider.

8. COMMUNICATIONS

The Provider is granted authority to use radio license and radio equipment designated for EMS, which is owned and maintained by the County. However the provider is highly encouraged to obtain a frequency for internal communications. The County of Ashe shall have the right to use this frequency as needed. All dispatching will be done through Ashe County E-911 Communications Center.

The Service Provider will be required to acquire, service, and maintain appropriate narrowband radio equipment that is compatible and interoperable with the County and AMH radio systems. Replacements for these radios will be the responsibility of the Service Provider. All radios shall be capable of receiving a minimum of five (5) VHF channels and broadcast on frequencies 155.280 MHz, 155.340 MHz, 155.085 MHz, and 155.775 MHz. In addition, radios shall be capable of, and programmed with, appropriate DTNF (tone) Automatic Number Identification for all units and personnel.

9. INDEMNIFICATION

The Service Provider shall agree to indemnify and save harmless Ashe County from any and all liability and expenses, including attorney's fees, court costs and other costs incurred by Ashe County arising out of the operations of the Service Provider, its' agents and employees; including, but not limited to any claim or injury, loss or damage, caused in whole or in part by negligent act or omission error, professional error, mistake, accident or other fault of the Service Provider, any subcontractor, officer, employee or agent of the Service Provider. To the extent provided by law, each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands, and expense of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party under the service agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAWS

In providing the services described herein, the Provider agrees to remain in substantial compliance with all laws of the United States; the State of North Carolina; including, but not limited to, the rules and regulations promulgated by the Medical Care Commission; and ordinances and regulations of the County existing and/or created/updated during this Agreement.

11. CONTRACT BONDS

Each proposal shall be accompanied by a cash deposit or a certified check on a bank or trust company insured by the FDIC of an amount equal to or not less than five (5%) percent of the entire proposal, or, in lieu thereof, the bidder may offer a bid bond of five (5%) of the entire proposal executed by a surety company licensed under the laws of the State of North Carolina to execute such bonds, to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. Said deposit shall be retained by the County of Ashe as liquidated damages in the event of the failure of the entity awarded said contract to execute said contract within ten (10) calendar days after the award or to give satisfactory surety as required by law.

A performance bond will be required for 100 (100%) percent of the contract price; however, in lieu thereof, the county may accept alternative financial security to assure performance of the contract. At a minimum, bond information must include: the date the bond is executed; the name of the principal, surety, and contracting body (local government); amount of the bond; and appropriate places for the surety and principal to execute the bond.

12. ADDENDUMS

Any changes to this request for proposals will be issued in writing and shall become a part of the bid.

13. SEVERABILITY

If any provision of the service agreement, or any portion hereof, is found to be invalid, illegal, or unenforceable, under the applicable statute or rule of law, then such provision or portion thereof shall be deemed omitted, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The changes of law envisioned by this provision shall include a determination by the Internal Revenue Service that the operation of an EMS service is an activity for which an organization could not receive exempt status if such activity were deemed to be a substantial business activity.

14. TERMINATION

Either party may terminate this agreement by giving 240 days advance written notice to the other party by personal delivery or certified mail, return receipt requested, delivered to the usual place of business of the party to whom notice is given. At the termination of the service term, the County shall be entitled to contract for services with any person or entity that the County in its sole discretion may choose, with or without a bid or quote procedure. The County reserves the right to enter into contracts with local volunteer EMS agencies. The County also reserves the right to begin operations of any EMS operation at the end of the contract period

(or early termination period) hereunder. In the event of significant nonperformance of services the County reserves the right to terminate the contract immediately.

15. NO ASSIGNMENT

The Provider SHALL NOT ASSIGN, SELL, TRANSFER, LEASE, OR DELEGATE THE service agreement, in whole or in part, or any obligation hereunder, nor may it in any way vest in any person, firm, or corporation, other than those outlined in the submitted proposal, without the express written permission of the Ashe County Board of Commissioners. No services outlined in this agreement may be subcontracted.

16. NO WAIVER

The waiver by one party by written communication, verbal communication, or lack of either (no action), of any breach or failure of the other party to perform any covenants or obligations contained herein shall not constitute the waiver of any subsequent breach.

17. NOTICE

Any notice, demand, or communication required, permitted, or desired to be given, hereunder shall be deemed effectively given when personally delivered or mailed by prepaid mail, return receipt requested, addressed as follows:

County

Adam Stumb
County Manager
County of Ashe
150 Government Circle, Suite 2500
Jefferson, NC 28640

AND

Patty Gambill
Emergency Management Coordinator/EMS System Administrator
County of Ashe
150 Government Circle Suite 2400
Jefferson, NC 28640

18. STRICT COMPLIANCE

No failure by the parties herein to insist upon the strict performance of any covenant, agreement, term, or condition of the service agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any such covenant, agreement, term, and condition of the service agreement and shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

19. COST OF ENFORCEMENT

If Ashe County institutes litigation against the Provider to secure its' rights pursuant to this request for proposal and subsequent contract, the actual and reasonable costs of litigation incurred by Ashe County, including reasonable attorney's fees shall be paid for or reimbursed by the Provider.

20. MODIFICATIONS

Ashe County reserves the right to negotiate further with the provider, the terms of any agreement resulting from the request for proposal, prior to the execution of the agreement.

SERVICE PROVIDER'S PROPOSAL

AMBULANCE SERVICE

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s), stockholder(s), partner(s), is, are, named herein, and that no other person has any interest in this proposal, or in the contract, to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he/she has examined the request for proposals and has read and is familiar with all general and special provisions of the proposed contract; that he/she is fully aware of all local, state and federal specifications for the ambulance service, the building where it is to be housed; is familiar with the equipment to be provided for Ashe County; has informed him/herself fully regarding conditions pertaining to the building and equipment; and that he/she has examined all contractual documents relative thereto, and that he has satisfied him/herself about the services to be performed.

The bidder agrees that if this bid is accepted, to contract with the County of Ashe in the form of contract specified, to furnish all necessary management, supervision, equipment, tools, materials, apparatus, means of transportation and labor necessary to complete the contract in full and in complete accordance with the specifications, and contract documents, to the full and entire satisfaction of the Ashe County Board of Commissioners for the annual subsidy indicated below.

The bidder proposes and agrees to commence providing services at twelve o'clock noon, June 30, 2024 and shall continually provide uninterrupted service thereafter through twelve o'clock noon, June 30, 2030.

The undersigned further agrees that in the case of failure on his/her part to execute the said contract within ten (10) consecutive calendar days after written notice being given of the award of the contract, the check, cash, or bid bond accompanying this bid may be paid to Ashe County as liquidated damages for such failure; otherwise the check, or cash, at such time that the Performance Bond is in effect.

In addition to other items and information provided in accordance with the request for proposal, the undersigned certifies that the amounts indicated herein are the full and express subsidy amounts requested.

TOTAL REQUIRED COUNTY SUBSIDY AMOUNT:

\$ _____ (_____)
STATE AMOUNT IN WORDS

TOTAL REQUIRED COUNTY SUBSIDY AMOUNT:

Year 2: \$ _____ (_____) % _____
STATE AMOUNT IN WORDS percentage of increase:

Year 3: \$ _____ (_____) % _____
STATE AMOUNT IN WORDS percentage of increase

Year 4: \$ _____ (_____) % _____
STATE AMOUNT IN WORDS percentage of increase

Year 5: \$ _____ (_____) % _____
STATE AMOUNT IN WORDS percentage of increase

Year 6: \$ _____ (_____) % _____
STATE AMOUNT IN WORDS percentage of increase

EMS CONTRACTOR BY _____

DATE ADDRESS _____

ADDITIONAL SUBSIDY AMOUNT: (for increase of fifth staff and fourth four-wheel-drive ambulance)

\$ _____ (_____)
STATE AMOUNT IN WORDS

ADDITIONAL SUBSIDY AMOUNT: (for Community Paramedic, QRV/supplies)

\$ _____ (_____)
STATE AMOUNT IN WORDS

EMS CONTRACTOR BY _____

DATE

ADDRESS

(SEAL)

BY _____

PHONE _____