

# ***Loudon County Government***

## ***Request for Proposal***

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Loudon County Purchasing  
100 River Road, Box 110  
Joan Lovelace, Purchasing Director  
Susan Huskey, CPPB, Senior Buyer  
Loudon, Tennessee 37774

Phone 865-458-4663  
Fax 865-458-4871  
LovelaceJ@loudoncounty-tn.gov  
HuskeyS@loudoncounty-tn.gov

Date

NOVEMBER 18, 2014

**AMBULANCE SERVICE PROVIDER**  
**BID NUMBER: 2014-333**  
**BID OPENING: DECEMBER 11, 2014, 2:00PM**

LOUDON COUNTY GOVERNMENT IS SOLICITING SEALED PROPOSALS FOR AMBULANCE SERVICE PROVIDER; TERMS, CONDITIONS, AND SPECIFICATIONS ARE ATTACHED.

TO REQUEST A COPY OF THE RFP, PLEASE CONTACT JOAN LOVELACE AT THE LOUDON COUNTY PURCHASING DEPARTMENT AT 865-458-4663 EXT.#101

SUBMISSION OF YOUR PROPOSAL MUST BE IN A SEALED ENVELOPE AND MARKED "**AMBULANCE SERVICE PROVIDER RFP**" ON THE FRONT OF THE ENVELOPE AND DELIVERED TO THE LOUDON COUNTY PURCHASING OFFICE, 100 RIVER ROAD, SUITE 110, LOUDON, TENNESSEE 37774. PROPOSALS WILL BE OPENED AT THE SPECIFIED DATE AND TIME. LATE PROPOSALS WILL NOT BE ACCEPTED.

PLEASE REVIEW THESE DOCUMENTS CAREFULLY. PROPOSALS SUBMITTED MUST INCLUDE THE ATTACHED VENDOR INFORMATION SHEET AND REQUESTED DOCUMENTS.

ANY QUESTIONS OR CONCERNS REGARDING THE PROPOSAL SHOULD BE DIRECTED TO JOAN LOVELACE OR SUSAN HUSKEY AT 865-458-4663, MONDAY THRU FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:30 PM

**RFP FOR AMBULANCE SERVICE PROVIDER  
BID NUMBER: 2014-333  
OPENING DATE: DECEMBER 11, 2014**

**VENDOR INFORMATION**

Vendor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Authorized By: (Please print) \_\_\_\_\_

Authorized Signature \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE**  
**WITH**  
**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**  
**TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by contractor)

I, \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the Company  
Name of Company

is in compliance with Public Chapter 1080 of 2008, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or principal officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**LOUDON COUNTY GOVERNMENT  
ATTESTATION  
REGARDING THE USE OF ILLEGAL IMMIGRANTS IN THE  
PERFORMANCE OF ANY CONTRACT**

In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124), the undersigned Contractor/Vendor hereby attests, warrants and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the service of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract/purchase order.

Name of Contractor/Vendor \_\_\_\_\_

Federal ID Number or Social Security Number \_\_\_\_\_

Loudon County Contract or Purchase Order Number \_\_\_\_\_

Date Attested \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**Note: Individual signing must have contractual authority to bind the entity.**

**AFFIDAVIT OF COMPLIANCE  
WITH  
DRUG-FREE WORKPLACE REQUIREMENTS OF  
TENNESSEE CODE ANNOTATED, § 50-9-113**

I, \_\_\_\_\_, president or other principal Officer

Of \_\_\_\_\_, swear or affirm that the Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

\_\_\_\_\_  
President or Principal Officer

For \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_.

President or Principal Officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**Non-Collusion Affidavit**

State of \_\_\_\_\_

Bid No. \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted  
(Title) (Name of Firm)  
the attached Proposal and that I am authorized to make this affidavit on behalf of my firm, and its owners,  
directors, and officers.

I state that:

1. I am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. The RFP of my firm is submitted in good faith and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.
3. Neither its officers, directors, partners, owners, agents, representatives, and employees are are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_

I state that \_\_\_\_\_, understands and acknowledges that the above  
(Name of Firm)  
representation are material and important and will be relied on by Loudon County Government in awarding the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Loudon County Government true facts relating to submission of bids for this contract.

\_\_\_\_\_

(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission Expire

**Loudon County Government**  
**AMBULANCE SERVICE PROVIDER**  
**Proposal Number: 2014-333**  
**Opening Date: DECEMBER 11, 2014**

**SECTION 1                    GENERAL TERMS AND CONDITIONS**

1. **NO CONTACT POLICY:** After the date and time that the Service Provider receives this solicitation, any contact initiated by any Ambulance Service Provider with any Loudon County representative, other than the Purchasing Director, Joan Lovelace, or her designee, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the service provider from this procurement transaction.
2. **ADDITIONAL INFORMATION:** ALL requests for additional information ***MUST*** be routed to the Loudon County Purchasing Office, Joan Lovelace or Susan Huskey at 865-458-4663 or emailed to LovelaceJ@loudoncounty-tn.gov
3. **CONFLICT OF INTEREST:** Vendor, by submitting a signed proposal, certify that ***no gratuity of any kind and no part*** of the total contract amount provided herein shall be ***paid directly or indirectly to any officer or employee of Loudon County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.*** A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor or subcontractor under County contracts.
4. **NON-COLLUSION:** The enclosed proposal shall not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. Bidders must submit with their proposal the enclosed Non-Collusion Affidavit.
5. **CRIMINAL HISTORY BACKGROUND CHECK:** Any successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
6. **ILLEGAL IMMIGRANTS:** In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124) addressing the use of illegal immigrants in the performance of any contract to supply Goods or Services to Loudon County, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For the purposes of this contract, "illegal immigrant" shall be defined as any person who is not either a United States Citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal Immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract.

7. **NON-DISCRIMINATION:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor 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. Contractor covenants that it does not engage in any illegal employment practices.

8. **DRUG-FREE WORKPLACE:** It is the policy of Loudon County Government to operate in compliance with the Drug-Free workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace, on County premises is prohibited. Intoxication or use of alcohol while on duty is also strictly prohibited.
9. **TITLE VI OF THE CIVIL RIGHTS ACT:** It is the policy of Loudon County Government that all its services and activities be administered in conformance with the requirements of Title VI – “Nondiscrimination in Federally Assisted Programs” – No person in the United States shall, on the ground of race, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq.
10. **PROPOSER’S QUALIFICATIONS:** Proposers must provide satisfactory evidence of their ability to furnish these services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish all such information and data for this purpose as the County may request. Loudon County will make the final determination as to the Proposer’s ability. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
11. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective Proposer to review the entire request for proposal packet and to notify the Purchasing Office if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or questions regarding the specifications or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening.
12. **SIGNING OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
13. **SUBMISSION OF PROPOSAL:** Loudon County does not accept telegraphic or electronically transmitted proposals. Proposal shall be enclosed in a sealed envelope and delivered to the Loudon County Purchasing Department, 100 River Road, Suite 110, Loudon, Tennessee 37774. The Proposer shall show on the outside of the envelope proposal name.

At the specified date and time, the names of Proposers submitting proposals will be read aloud but information in the proposals will not be made public until after the evaluation process and an award is made at which time all proposals will become available for public viewing. Late proposals will not be accepted.

14. **INFORMED BIDDER:** Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidders own risk and they cannot secure relief on the plea of error.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Loudon County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **MODIFICATIONS OR AMENDMENTS:** This contract resulting from this proposal may be modified only by a written amendment executed and signed by all parties hereto and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, charters, private acts, codes, rules, policies, and regulations. Modifications or amendments shall not be binding on Loudon County without the prior written approval of the County Purchasing Agent.
2. **REMEDIES:** Loudon County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
3. **REJECTION OF PROPOSALS:** The County shall reject any proposal that is determined to be non-responsive. The County also reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for Loudon County or any other governmental agency. Loudon County expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due Loudon County.
4. **WAIVING OF INFORMALITIES:** Loudon County reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Loudon County.
5. **POSTPONEMENT:** The County reserves the right to postpone the opening of any proposal under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.
6. **AWARD:** It is the intention of Loudon County to award this RFP to the most responsive, responsible proposer meeting specifications, who presents the service that is in the best interest of Loudon County. Loudon County reserves the right not to award this proposal.
7. **AWARD PROTEST PROCEDURE:** Loudon County Purchasing Department has an established procedure concerning protest of awards. A complete copy of the Award Protest Procedure may be obtained by contacting the Purchasing Office. A vendor who believes there has been a problem with the process or decision should notify the Purchasing Department, in writing, within five (5) business days after notification of the award decision. Complaints received after five (5) business days of the award notification has been made will not be considered for review.
8. **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
9. **COMPLIANCE WITH ALL LAWS:** By submitting a response to this RFP the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and /or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
10. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Loudon County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Chancery Court and / or Circuit Court of Loudon County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

11. **DEFAULT:** If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Loudon County may terminate this contract immediately in whole or in part, and may consider such failure or noncompliance a breach of contract. Loudon County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Loudon County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Loudon County reserves the right to purchase its requirements elsewhere, with or without competitive proposal.
  
12. **IDEMNIFY AND HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Loudon County Government, its officers, agents and employees from all suites, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission of commission of Contractor, its subcontractors, suppliers, agents or employees. The County will not indemnify, defend, or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

**SECTION III SCOPE OF WORK - Guidelines for Ambulance Service Providers Regarding Contracted Emergency/911 Response in Loudon County, Tennessee**

Loudon County, acting by and through its County Commissioners (hereinafter called "Commission"), is empowered by Tennessee Code Annotated ("T.C.A.") 7-61-101 to provide ambulance service to the public and/or to license, franchise, or contract for private operators or non-profit general welfare corporations to provide emergency ambulance service within the geographical limits of Loudon County, Tennessee (excluding the city limits of Lenoir City and Loudon) in order to protect the public's health, safety and welfare. Loudon County has, under the authority of TCA 7-61-103, adopted Regulations for the Operation of Patient Transport Services ("Loudon County Ambulance Service Regulations") and shall enforce such reasonable regulations to control private and non-profit ambulance services within Loudon County.

Loudon County is seeking the highest quality, most reliable Advance Life Support ambulance service available and under the agreement reached with said ambulance service, the relationship between Loudon County and the Contractor should always be one of cooperation and not conflict.

Unless otherwise stated in these guidelines, all proposals must adhere to Loudon County's Ambulance Service Regulations, which may from time to time be amended by the Commission.

1. **PROPOSAL INTENT:** Loudon County has cause to solicit Requests for Proposals (RFP) from Ambulance Service providers (hereinafter "Contractor or Contractors") to fulfill the obligations set forth within this document regarding the transportation of sick and injured persons on an emergency and non-emergency basis within Loudon County (excluding the city limits of Lenoir City and Loudon) and which are dispatched through the Loudon County E-911 Center. These proposals shall fulfill a contract to take effect upon the expiration of the present ambulance service contract on or about December 31, 2014.
2. **GENERAL INFORMATION:** Each interested contractor must submit a proposal no later than **2:00pm December 11, 2014**. No late proposals will be accepted. Contractors are allowed and encouraged to submit alternate proposals in an effort for Loudon County to secure the highest quality service available. Loudon County reserves the right to negotiate with the Contractor providing the best and most reasonable proposal.
3. **RFP SUBMISSION:** Proposals must be in a sealed envelope, labeled clearly on the outside "Ambulance Service Provider RFP" and addressed to:

ATTN: Joan Lovelace  
Loudon County Purchasing Director  
100 River Road, Suite 110  
Loudon, Tennessee 37774

4. **EVALUATION:** The Loudon County Purchasing Committee shall evaluate and determine the best-submitted proposal. The Purchasing Committee will make a recommendation to the Budget Committee and Commission for approval. Loudon County Commission will authorize the Purchasing Director to enter into a contractual agreement for the specified services. All Contractors submitting proposals will be notified by mail or by telephone when the award is made. Loudon County may request oral presentations from any or all proposing Contractors, and shall be governed according to rules and time limits set forth by Loudon County.
5. **SERVICE:** The County and Contractor contemplate that the Contractor shall act as an independent Contractor in the performance of duties incumbent upon the Contractor hereunder and shall render emergency and non-emergency ambulance service subject to the terms, conditions, restrictions, obligations, and regulations as established by the County, the Tennessee Department of Health, Division of Emergency Medical Services and any other governmental agency with jurisdiction over ambulance service.
6. **REJECTION OF PROPOSALS:** Loudon County reserves the right to reject any or all proposals for any reason, or may withdraw this RFP for any reason, including for modifications, clarifications, etc.

7. **TERMS OF CONTRACT:** The agreement reached between Loudon County and the Contractor shall become effective on or about **January 01, 2015**, and will have an initial term of 6 months so that it coincides with the expiration of the current agreements between Lenoir City and Loudon and their ambulance service providers. It is the goal of the County to coordinate with the cities to ensure that there is coherent and seamless delivery of ambulance service through the Loudon County E-911 Center to all citizens of the County. Thereafter, any agreement reached with the County shall continue as fully binding upon both parties for a period of one (1) year and shall be renewed annually for up to five (5) years subject to the renewal and the termination provisions in paragraphs #8 and #13 below.
8. **RENEWAL:** The agreement may be renewed at the end of each year for up to five (5) years, except where either party shall notify the other in writing no later than thirty-days prior to the date of expiration of current contract year. Should Loudon County choose to re-bid the contract at the end of the term it may do so for no other purpose than to secure the best interests of Loudon County and does not necessarily indicate unsatisfactory service from the Contractor.
9. **ASSIGNMENT:** The Contractor may not sub-lease, sell, convey, assign, or otherwise transfer its interest in the contract without the official approval of the Loudon County Commission.
10. **SUBCONTRACTING:** If the proposer intends to use subcontractors to fulfill any portion of the services requested, Contractors must detail the identity of the subcontractors and the services they would perform. Loudon County maintains the right to reject an award based on poor performance history of subcontractors.
11. **DUTIES OF CONTRACTOR:** It shall be the duties of the Contractor under this agreement to do and perform the following:
  - A. Provide twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, emergency and non-emergency ambulance service to any person with medical necessity requesting such service within the boundaries of Loudon County through the Loudon County E -911 Center.
  - B. Perform such ambulance service in an efficient, properly expedient, lawful and professional manner to accomplish the purposes for which this Agreement is entered into and to provide the ambulance services necessary to contribute to the health, safety and welfare of the citizens of the County.
  - C. Provide and maintain an adequate and sufficient force of personnel to provide the services herein contemplated in order to make immediate response to requests for ambulance services by anyone soliciting the same from a location within the boundaries of Loudon County, Contractor must provide:
    1. A minimum of two (2) 24-hour Advanced Life Support (ALS) Units as defined by the Tennessee Department of Health, Division of Emergency Services with the location of these Units based on the needs of the community as agreed upon by the Contractor and Loudon County.
    2. A required third (3<sup>rd</sup>) ALS Unit scheduled as a day truck a minimum of twelve (12) hours a day. The hours of this Unit shall be reviewed at a minimum every ten (10) weeks, or as deemed necessary by the Contractor or Loudon County.
    3. A fourth (4<sup>th</sup>) staffed ALS Unit shall be made available when necessitated by demand.
    4. Each ambulance unit shall have the proper equipment to support such ALS operations.
    4. A minimum of three (3) reserve units shall be immediately available to be utilized where a front-line unit is mechanically or otherwise unable to be utilized.
    - 6 Other additional units and staffing shall be at the discretion of the Contractor.
    7. Such billing, clerical, dispatch and support staff to support such ALS services.

8. At least one (1) EMT and one (1) EMT-Paramedic shall be on each emergency run (and such further requirements as defined by the State of Tennessee to maintain an "A" Classification. Contractor must maintain an "A" classification rating at all times.
  9. Contractor will provide ALS ambulances for standbys at the following events at no charge to the County:
    - A. High school football games, or sanctioned sporting events
    - B. Fire scene standbys for County Fire Departments
    - C. Law enforcement standbys
    - D. Community events, Arts and Crafts Fairs, School Safety Days, etc.
    - E. Participation in emergency drills
  10. The Contractor shall also provide at no cost to the County:
    - A. CPR courses for public safety, school and county personnel
    - B. First Responder training for public safety
    - C. Provide AEDs for county buildings (initiate a plan to phase them in)
  11. The Contractor shall enter into mutual aid agreements with other jurisdictions to provide that Loudon County be never at a zero status. The Contractor shall also enter into mutual aid agreements with all other police, fire, and ambulance service agencies (if any) operating within Loudon County.
  12. Upon request of the County Mayor or Commission, the Contractor shall make available maintenance, trip logs, or other such records for each unit servicing the County.
- D. Contractor will provide patient transport services to convalescent and indigent citizens, to and from the Loudon County Jail, as well as transport services for the County Medical Examiner when requested at no charge or at a discounted rate to the County, to be submitted with the proposal. Contractor will not discriminate in any way regarding race, color, religion, or creed when providing any service related to this contract. Contractor cannot refuse transport to any patient at any time for any reason to nearest appropriate medical facility.
- E. Establish, maintain, equip, and properly supervise a base of operations in a stable and fixed location within the boundaries of Loudon County, which shall be staffed and operated as directed by Loudon County Ambulance Service Regulations.
- F. Have trained personnel who are familiar with the geography of Loudon County so that such personnel will have knowledge of roads, residences, and other landmarks of Loudon County in order to promote efficient response to requests for emergency ambulance services.
- G. Ambulance Units
1. Contractor shall maintain its fleet in accordance with all applicable federal, state and local regulations. They shall be neat in appearance and properly maintained as to provide safe operation for staff and patients.
  2. The Contractor must place one new Type I or III ambulance in service each year by the anniversary date of the contract.
  3. The Contractor shall provide fuel, insurance and all maintenance for all units.
  4. Ambulances either owned or utilized by the Contractor for services in Loudon County, must have the Contractor's company logo and name displayed on the ambulance in accordance with law and may have the name "Loudon County" displayed in such a way as to inform the public it is Loudon County's contracted EMS 911 provider. It may be written in a smaller font and less conspicuous as compared to the company logo or name.
  5. The ambulances, at all times, must be in good standing with the Tennessee Department of Health, Division of Emergency Services and with the Loudon County Ambulance Service Regulations.

- H. Provide adequate, safe, skilled and efficient emergency medical care at the scene of any accident or illness or infirmity upon discovery thereof or upon request thereof and provide all medically necessary care during transportation of the patient to a hospital or other health care provider.
- I. Provide insurance coverage for Unemployment Compensation and Worker's Compensation as required by law on all of the Contractor's employees.
- J. At all times, insist upon enforce and maintain among all employees of the Contractor a standard of professional conduct to comply with all regulations, certifications requirements and ethical standards as established by the Tennessee Department of Health, Division of Emergency Medical Services, or any other regulatory agencies with jurisdiction over ambulance service.
- K. Advertise the services of Contractor in such a way that access to the services of the Contractor will be available to the general public of the County by E-911 and in such a manner that complies with Loudon County Ambulance Regulations. Non-emergency phone numbers should be advertised to medical facilities to arrange transports. All transports, emergency and non-emergency, are to be logged through the Loudon County E-911 Center.
- L. Supply the Loudon County Commissioners with a yearly financial statement showing income and expenses during the past year, and to make available such reports to the County Mayor upon request.
- M. Be responsive to suggestions from the Loudon County Mayor, Commission, County Medical Examiner, as well as certified staff of emergency rooms and/or associated hospitals, so long as such requests do not violate this contract or any rule or regulation of the Tennessee Department of Health, Division of Emergency Medical Services.
- N. Contractor shall conduct itself and see that its employees conduct themselves in a professional manner and comply with all regulations, certifications, and provisions of the Tennessee Department of Health, Division of Emergency Medical Services at all times, and shall maintain all such required permits and licenses for ambulance service operation. If an employee shows inadequate, unprofessional, unethical or otherwise inappropriate behavior, it shall be the responsibility of the Contractor to take appropriate actions and upon failure to do so, the Loudon County Commission may terminate the contract pursuant to paragraph #13.
- O. Contractor shall hold Loudon County harmless and indemnify the County for all liability incurred by reason of negligent or intentional omissions of the Contractor or his employees. The Contractor shall maintain the following minimum insurance coverage throughout the terms of the contract:

- 1. *General Liability*: \$2,000,000 for each Occurrence and \$5,000,000 Aggregate
- 2. *Business Auto*: \$5,000,000 Combined Single Limit (Any Auto)
- 3. *Professional Liability* \$2,000,000 per claim with \$5,000.00 Aggregate
- 4. *Umbrella* of \$3,000,000 each Occurrence (with underlying coverage for the GL, Auto WC, Professional)
- 5. *Workers Compensation* of \$1m/\$1m/\$1m

A Certificate of such insurance coverage shall be provided to the Loudon County Purchasing Department prior to contract approval.

- 12. **LEGAL COMPLIANCE**: The Contractor agrees to comply in all respects to the Fair Labor Standards Act and all other regulations promulgated by the US Department of Labor, Equal Employment Opportunity Commission, or other federal or state regulatory agencies.

13. **TERMINATION OF CONTRACT:** If, during the term of this contract, the Contractor fails to provide the contracted services for any reason including, but not limited to: mere refusal to perform, substandard employee performance, consistent poor response times, loss of certifications; and, if, in the opinion of a majority of the Loudon County Commission, the poor performance of such services or ambulance equipment creates a danger to the well-being of the citizens of Loudon County, the Loudon County Commission may terminate this contract with thirty-day (30) day written notice, and shall have the power to immediately pursue a contract for replacement services.
14. **PERFORMANCE BOND:** The successful Contractor shall be required to provide a performance bond or irrevocable letter of credit for two hundred and fifty thousand dollars (\$250,000) to ensure the faithful performance of the contract with Loudon County. The Contractor shall provide and pay for all costs related to this bond.
15. **EMS PERSONNEL:**
  - A. Each paramedic (EMT-P) will obtain and maintain, at a minimum, certification and licensing as follows:
    - (1) A valid Tennessee Driver's License with F endorsement, *or equivalent*,
    - (2) A valid Tennessee Paramedic License,
    - (3) American Heart or Red Cross CPR training for all levels of care,
    - (4) Advanced Cardiac Life Support, Pre-hospital Pediatric Advanced Life Support, Pre Hospital Trauma Life Support or advanced Basic Trauma Life Support.
  - B. Each Emergency Medical Technician (EMT) will obtain and maintain certification and licensing as follows:
    - (1) A valid Tennessee Driver's License with F endorsement,
    - (2) A valid Tennessee EMT license,
    - (3) American Heart or Red Cross CPR training for all levels of care.
16. **REFERENCES OF PRIOR BUSINESS:** Contractors submitting a Proposal shall include no less than three references of public or private agencies for which the Contractor has provided Ambulance Service in the past 10 years. These references shall include dates of service, name, physical address, and phone number of each agency. The proposer should also present the company's mission statement and a narrative of the company's history.
17. **BILLING RATES:** Contractor shall set all billable rates within reasonable limits, which shall be comparable to the counties bordering Loudon County. The Contractor shall maintain a current billing schedule on file and available upon request from Loudon County. Fees for service from the Contractor shall be paid by the end user (i.e. patient) and not Loudon County. The Contractor shall honor existing subscriptions until the expiration date is met.
18. **RESPONSE TIME:** Response time shall be measured from the time when E-911 Communications Center notifies the ambulance service until the time the ambulance service arrives at the indicated address. Ninety percent (90%) of all emergency responses shall be performed in 10 minutes or less. Exemptions may be made to response time standard when severe weather creates greater risk to EMS personnel. Geographic outliers will exist and will be pre-identified. The EMS provider will document a response to each and every call for service that exceeds a response time of 14 minutes. This report of response times will be presented quarterly to the EMS response board appointed by the Mayor and County Commission.
19. **DISPATCHING:** All emergency calls shall be dispatched through Loudon County E-911. Administrative and non-emergency calls can be dispatched and coordinated through the Contractor's own network or system so as not to unnecessarily burden the E-911 system. Notification of every emergency and non-emergency call responded by an ambulance will be logged with the E-911 Center. The EMS Contractor shall propose a fee, which it shall pay for all dispatching services provided to it through the E-911 Center. This fee shall be paid to Loudon County annually as agreed upon in contract.

20. **AMBULANCE STATIONS AND FACILITIES**

Loudon County currently owns (1) one station which is located at 115 Sugarlimb Road, Loudon, Tennessee. This location will be available for use at no cost to the provider. Maintenance, insurance and custodial services for that station shall be the responsibility of the Contractor.

1. Contractor shall provide a daily schedule of ambulances available and the shift they are available to the E- 911 center. Any changes to the available units must be communicated immediately to the E-911 staff.
2. Contractor must provide GPS units for the E-911 center to monitor their up to the minute location.
3. GPS system must integrate with the current system operated by the E-911 center. Any cost associated with integration will be the responsibility of the contractor.
4. Contractor must have a supervisor on duty with the contact number provided to the E-911 center 24 hours a day 7 days a week.

21. **ADDITIONAL INFORMATION**

1. Any provision/rule/regulation or statement of this contract that is in conflict with the rules/regulations, statements or provisions of the Tennessee Department of Health, Division of Emergency Services is superseded by such.
2. Each Contractor submitting a proposal shall base such proposal on "Class A" service requirements in accordance with TCA General Rules, Chapter 1200-12-1.

22. **OTHER REQUESTED INFORMATION**

Other General Information to be provided by vendors submitting proposals:

1. What is your standard hiring process?
2. What is your field training process for new hires? How will employees be provided with geographical knowledge of Loudon County, as well as locations of all medical facilities?
3. What employee benefits will you offer?
4. Specifically illustrate how you will abide by Loudon County's Ambulance Guidelines, including dispatch, billing, medical director, base of operations, etc.
5. What is your policy to provide ambulances for special events, such as sporting events, county fairs, non-profit events, etc?
6. What Community Outreach have you participated in?
7. What is your standard ambulance maintenance and rotation policy?
8. What is your procedure for handling complaints about ambulance service?
9. What other additional services will you provide to Loudon County citizens?
10. What is your bad-debt, private-pay collection process?
11. Provide a detailed account of your current rate structure and rate increase history.
12. If selected, how long will it take to be fully operation?