

**Request for Proposals (RFP) for Ambulance  
Services (ALS/BLS) for the Brantley County  
Board of Commission, Brantley County Georgia**

Issue Date: August 19, 2020

Submission Due Date: September 16, 2020 by 4:00 p.m.

**Brantley County Board of Commission**

**33 Allen Road**

**Nahunta, GA 31553**

**912-462-5256**

**[bcbc@btconline.net](mailto:bcbc@btconline.net)**

**Rene' Herrin Clerk**

**Toby Harris County Manager**

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## Purpose of the RFP

### Section 1 – Introduction

This Request for Proposal (RFP) is issued by the Brantley County Board of Commission (hereinafter referred to as the BOC). The purpose of this RFP to establish an exclusive contract for the provision of Advanced Life Support (ALS)/Basic Life Support (BLS) ambulance response for 911 emergency calls within Brantley County, Georgia.

### RFP Timeline

RFP issued on August 19, 2020

Questions due by September 9, 2020 4 p.m.

Question answers will be posted on September 16, 2020 Proposal Submission Due Date is September 23, 2020 at 4:00 p.m.

Review of Proposals from September 24, 2020 through September 30, 2020

BOC Award on October 6, 2020 6:00 p.m.

## **Authority**

RFP's must be submitted by persons authorized to commit the responding qualified Ambulance Service to a procurement contract or agreement. By submitting your written proposal, you represent and warrant that your submitted proposal does not contain information that will violate the rights of any third party.

## **Costs for Proposal Preparation**

Any costs incurred in preparing or submitting a proposal shall be the respondent's sole responsibility.

## **Disqualification of Proposals**

The BOC reserves the right to consider, as acceptable, only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work.

It shall be the respondent's sole risk to assure delivery of the proposal to the BOC by the designated time. The BOC will not evaluate any proposals after the deadline specified in this RFP.

Upon Determining that such actions would be in the best interest of the BOC, the BOC in its sole discretion reserves the right to reject or refuse to consider any or all of the submitted proposals received in response to this RFP.

## **Proposals and Materials Submitted**

All Ambulance Services who choose to participate in the selection process or respond to the RFP agree that the BOC owns all rights related to the materials submitted in response to this RFP. Such materials will not be returned to the respondents and may be used by the BOC and its designees as may be in its best interest in any manner and in any media whatsoever.

## **Final Contract**

The issuance of the RFP, the submission of a response by any Ambulance Service, and the receipt of such response by the BOC does not obligate the BOC in any manner. The BOC shall not be responsible for work done, even in good faith, prior to execution of a final contract. Pending BOC authorization, the BOC will contract with successful Ambulance Service for 3years. The terms of this RFP will be honored for 3 years with the understanding that during the annual review if the terms of the RFP are not being met, the contract may be terminated with 90 days' notice.

## **Inspection of Proposals**

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. The BOC treats proposals as confidential until after the award is issued. At that time, they become subject to disclosure under the Freedom of Information Act. Information clearly marked as "Confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

### **Contract Invalidation**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

Furthermore, if the BOC is able to provide suitable and adequate space for the vendor in a BOC owned building and the vendor agrees to rent such space, such rent will be at the fair market value of commercial space for the duration of the contract. The vendor shall have sole discretion on the suitability of such space or offering. Such an offering is also subject to a negotiated lease agreement, specifying the obligations of each party.

### **Estimated Business Volumes and Payer Distributions**

The BOC specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, payer mixes or frequency of special events coverage that may be required within the County. Recent statistics are provided mainly to illustrate the historical level of call volume and not as a guarantee of future business performance

### **Immunity from Liability**

Every person who is a party to this agreement is hereby notified and agrees that the it is immune from liability and suit for or from the Ambulance Service activities involving third parties and arising from any contract resulting from this RFP.

### **Reservation of Rights**

The BOC may (i) amend, modify, or withdraw this RFP, (ii) revise requirements of this RFP, (iii) require supplemental statements or information from any firm, (iv) accept or reject any or all response hereto, (v) extend the deadline for submission of proposals hereto, (vi) negotiate or hold discussions with any respondents and waive defects and allow corrects if deficient proposals that do not completely conform to the instructions contained herein, and (vii) cancel this RFP, in whole or in part, if the BOC deems it in its best interest to do so. The BOC may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for its expenses incurred in the preparation of the responses hereto or otherwise.

### **Existing Contracts & Agreements with Third Parties**

All Ambulance Services that choose to respond to the RFP are required to disclose any and all third-party contracts or agreements with organizations located within Brantley County, Georgia boundaries that would continue.

## Section 2 – Scope of Work and Services

### Background and Service Area Summary

The BOC is located in Brantley County, Georgia. It is approximately 441 square miles with a population of 18,731 (2010 Census estimate).

All 911 calls placed in Brantley County are answered by Brantley County Emergency Services 911 dispatch center. The center then in turn dispatches the appropriate agency while also providing Emergency Medical directions to the caller.

In 2018/2019, in Brantley County, the following number of transports were completed:

#### Total calls for:

01/01/2018 – 12/31/2019                      3,128

Using Three 24/7 Paramedic and EMT units.

It is expected that any potential Ambulance Service will be knowledgeable of and familiar with EMS rules, regulation and laws as promulgated by the State of Georgia, Department of Health, Bureau of emergency Medical Services prior to responding to this RFP.

### Objectives

The BOC is seeking an Ambulance Service to provide a fully integrated, high performance EMS delivery system that provides Ambulance Response, Pre-Hospital Care, Transportation to medical facilities, and Related Services such as Billing within the Brantley County municipal boundaries. The primary goal is to provide quality Ambulance Services Brantley County residents and visitors. The Ambulance Service will provide both Advanced Life Support (ALS), Basic Life Support (BLS), paramedic level, and all EMS transportation. The Brantley County 911 Center will provide Public Safety Answering Point (PSAP). The Ambulance Service will provide dispatching services for emergency medical service calls.

### Ambulance Service Responsibilities

In all circumstances, all EMS services shall be provided in keeping with all applicable Federal, State, and local laws and requirements.

A state of readiness shall be maintained for the purpose of responding to all emergency request originating in the County.

### Performance Requirements

The Ambulance Service will meet or exceed executing 90 percent of all transports in Brantley County. This also includes sending an ambulance to all structure fires in the City.

The Ambulance Service will meet or exceed the following response time requirements:

Call Priority	Response Time	Reliability
ALS Priority	8 Minutes 59 Seconds	90%
BLS Priority	12 Minutes 59 Seconds	90%
BLS Standard	17 Minutes 59 Seconds	90%

## **Required Meetings**

The Ambulance Service shall provide representatives to meet with BOC officials as may be requested, and in no case less than quarterly, for the purpose of reviewing system issues and Ambulance Service performance. The BOC agrees to give reasonable notice of such meetings.

Furthermore, the Ambulance Service shall attend all normally required meetings held by EMS organizations or regulatory agencies.

When the BOC deems that it may need consultation from the Ambulance Service to make proper policy, operational or legal determinations, the delivery of emergency services for EMS within the BOC zone. The Ambulance Service will agree to accompany BOC officials to meetings which may affect the provision of emergency services.

## **Required Reports**

The following reports shall be provided to the BOC on a monthly, quarterly, or annual basis, as specified:

- o Response Time Compliance
- o Total Responses
- o Total patient refusals
- o Distribution of responses by time of day and day of week
- o Summary of patient complaints (situation found) and listing and disposition of all patient complaints
- o Response time summary for all response by priority
- o Call Volume within the County
- o Breakdown of ALS, BLS, Inter-hospital transfers and Intercept Services
- o Rate Schedule for all charges
- o Copies of any MVA investigations involving an EMS vehicle
- o Mutual Aid into or out of the County
- o Financial statements regarding operations

Also, the Ambulance Service will institute and maintain an electronic patient care reporting system (E-PCR). As such the contractor will be responsible for:

- o Assuring that the system is compatible with 911 center to allow for population of EMS reports
- o Training all personnel in the use of the E-PCR system
- o The purchase, care, and maintenance of the E-PCR system.
- o Ensuring that the E-PCR system is compatible with regional and state reporting requirements and uploading of PCR's to the Regional Health Information Organization.

The BOC may ask for any other reports as it may deem necessary to ensure the operation stability of the vendor, and compliance with medical standards. Such reports shall not be withheld.

## **Staffing Requirements and Employment Practices**

Sufficient staffing levels of qualified Ambulance Services shall be maintained to ensure response times and required paramedic levels are met. The Ambulance Service shall also provide adequate supervision of all personnel and operations at all times.

The Ambulance Service shall participate with the BOC in a PSA campaign to inform residents of the new service in the lead up to the beginning of service.

Vendors must maintain a social media policy for their employees. That policy must be submitted with this proposal.

### **Vehicle Requirements**

It is the Ambulance Service's responsibility to provide ambulances, capable of transporting patients, which meet local, state, and federal standards and requirements.

### **Supplies Requirements**

It is the Ambulance Service's responsibility to provide supplies in the ambulance in accordance with local, state, and federal standards, regulations, and requirements.

The Ambulance Service shall, at no cost to the BOC, replace any medical equipment and supplies used by the City's own ambulance after making a transport.

### **Coverage and Availability requirements**

These specifications are for a performance agreement. The BOC neither accepts nor rejects the contractor's level of effort estimates. Rather, the BOC accepts the contractor's financially guaranteed commitment to employ whatever level of effort is necessary to achieve the clinical response time and other performance results required by the terms of the agreement as outline in these specifications.

A. 24/7 Coverage: It is the intent of this proposal to ultimately enter into an agreement with the Ambulance Service that ensures the prescribed services be will available on a 24- hour a day basis, seven days a week, and 365 days per year.

B. Upon employee strike, the Ambulance Service will have in place trained and certified personnel to cover the area of the Brantley County to the level it was provided prior to any strike by their employees.

### **Deployment Planning and Disaster Response**

The Ambulance Service shall be actively involved in planning for and responding to any declared or undeclared disaster in the County. Disaster Coordination is to be facilitated through the Brantley County EMA Office.

#### **Planning Documents:**

Within 60 days of signing a service contract, the Ambulance Service will report as to how they will comply with the Comprehensive Emergency Plan. This plan will be submitted to the Brantley County EMA Officer for review and incorporation into the BOCs Emergency Management Plan.

Supervisory Training and Participation in Drills and Exercises: The contractor's supervisory personnel will be required to complete incident command training and hazardous material training. Contractor involvement shall include participation in training, drills and exercise without additional charge to the BOC. The contractor may be considered for eligible grant funding when applicable, for the above described drills and exercises.

### **Ambulance Fees and Guidelines for Rate Increases**

The Ambulance Service shall be entitled to charge patients for the services rendered according to the patient fee schedules included and proposed by the Ambulance Service as part of this procurement process. The proposed rate schedule shall be in effect for the initial 12 months of operations and shall not be increased during this timeframe. All emergency transport rates shall be based on the patient condition or the services rendered.

The Ambulance Service shall provide as part of their proposal a comprehensive rate schedule or all services, materials, medications, and other actions or items that may be billed to a patient in the course of their treatment and transport. The contents and description of the "Proposed Rate Schedule" shall include, but not be limited to the following:

- A. Whether a "bundled or unbundled" rate structure is being proposed.
- B. Single Base Rate Charge and what items are included and excluded from the base charge.
- C. If "unbundled," a complete schedule of charges for medical supplies, equipment, procedures or other services that may be charged to the patient.
- D. Oxygen and/or Mileage charges
- E. Emergency stand-by charge at special events

**Disclosure of Fee schedule:**

It is the BOC's desire to provide complete disclosure of all charges and fees associated with the delivery of ambulance services. As such the Ambulance Service shall establish as part of this proposal its full and complete rate schedule for all services and charges.

These charges shall be posted at the contractor's business office, be made available as a handout to all patients and/or family members and be posted on the contractor's web page. The contractor may not deviate from or alter the established fee schedule without prior written authorization by the BOC.

**Rate Increases:**

The Ambulance Service may request a rate increase after the initial 12 months of operations and base this request on market factors, collection rates, and inflationary impacts in the Brantley County area. Request for rate increases are to be made in writing to the BOC. The BOC shall investigate the situation and will make a determination. Any contract rate structure increase shall be in effect for a minimum of 12 months. In no instance may the contractor request more than one rate increase within any consecutive 12-month period.

**Demonstration of Financial Depth and Stability**

Proposers shall provide its exact name, registry with the Secretary of State, it's officers and directors of members if a LLC. The documentary evidence which clearly documents the financial history of the organization and demonstrates that the proposer has:

- A. The financial capacity to handle the expansion (including implementation and start-up costs) necessitated by the award of the Agreement

- B. Included copies of its financial statements for the most recent two-year period. Audited financial records are preferable. If audited financial records are unavailable, proposer must provide un-audited financial statements supported by federal tax returns. In cases where the proposer is forming a new entity, the financial records of the parent company shall be available for review.
- C. Expertise in billing Medicare-Part B and other 3rd party payers of ambulance services (or contracts with a third-party agency with necessary expertise).
- D. Provided information which demonstrates a clear and convincing capability to implement and manage a billing and collection system. The proposer should include information about what steps, polices, procedures, training, equipment and management techniques would be utilized on award of the agreement.
- E. The ability to secure insurance coverages required under this procurement. Any existing self-insurance plan used for the purpose of qualification must substantially meet the requirements set forth in the RFP.
- F. Detailed any and all notification of pending insurance (separate listing for auto and professional liability) claims, investigation, and settlements including both status and resolution.
- G. BOC will not be required to maintain worker's comprehensive insurance for contractor.

### **Mutual Aid Requirements**

The Ambulance Service will participate in and are to subject to any Mutual Aid agreements as directed by the BOC.

### **Billing system**

The Ambulance Service shall conduct all billing and collection functions for the EMS system in a professional and courteous manner. The BOC's goal is for the Ambulance Service to collect the maximum amount available from patients and third-party payers, without unduly pressuring those who legitimately cannot pay. The proposer must fully outline its billing and collection policies and procedures in its proposal. This should include samples of invoices, reminders, telephone collection methods, and handling accounts turned over to collection.

- o Local access: A specified local phone number for inquiries from patients and third-party payers will be provided by the Ambulance Service for patient's use. Should the Ambulance Service elect to manage its account receivables from a location other than Brantley, a local number still must be provided.
- o Web Page Access: The Ambulance Service shall provide billing and payment information that is account specific in a web-based format. Patients shall have the opportunity to make inquiries, obtain account information, and make payments on a secure on-line web page.
- o On-Scene Collection Prohibited: For services provided within the Brantley service area, the Ambulance Service shall not engage in on-scene collection for local services at scene, in route, or upon delivery of the patient at the receiving medical facility.
- o Third-Party Billing and Collection: The Ambulance Service may engage, at its sole expense, a third-party agent to provide EMS billing and collection services. The third-party service is required to comply with all rules imposed by the BOC on the Ambulance Service.
- o Audits and Inspections: The Ambulance Service shall provide the BOC with an annual audited financial statement prepared by an independent public accounting firm in accordance with generally

accepted accounted principles consistently applied. Statements shall be available within 120 days of the close of each fiscal year. If the contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income shall be subject to the independent auditor's opinion.

At any time during normal business hours and as often as may be deemed reasonably necessary, BOC representatives may observe the contractor's office operations, and the Ambulance Service shall make available to the BOC for its examination any and all business records, including incident reports, patient records, and financial records of the Ambulance Service pertaining to the agreement. The BOC may audit, request a subsequent audit or a special audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, accounts receivable, inventory, personnel, and other records, daily logs, employment agreements, and other documentation for the BOC to fulfill its oversight role.

### **Section 3 - Proposal Format**

#### **Proposal Evaluation Criteria**

The evaluation shall be based on the numerical rating set forth below. Factors not specified in the Request for Proposal shall not be considered, although the below criteria may have subcomponents used in rating not identified in this document. The BOC will evaluate the proposal(s). The evaluation may select an Ambulance Service from these submissions, or conduct a second tier in-person interview with selected Ambulance Service(s) from the initial offerings. In the event of a second stage, the BOC will notify the selected Ambulance Service(s) of interview dates and times. This notification shall include the interview evaluation criteria. Following the interview process, a recommendation will be made by the County Manager for review and consideration. Upon Commission approval of a selected Ambulance Service, a contract for service will be negotiated and executed.

#### **Proposal Content Organization**

Respondents shall organize their submissions in such a way as to follow the general evaluation criteria listed below:

- A. Authority to Verify Credentials and Proposal Submission  
Include a completed, signed and notarized Investigative Authorization Form (Attachment A) for the Ambulance Service whose credentials are submitted for review and for owners, officers, and key personnel. If the Ambulance Service is a publicly held corporation, only the company release form and personal release forms of managers and key personnel who would be involved in the fulfillment of the agreement or in the preparation of the proposal need to be submitted.
- B. Table of Contents
- C. Qualifications Criteria
  1. Financial Capabilities/ Administrative and Report Practices (30 points)
    - a) Provide all vital and accurate information relating to corporate information as registered with the State of Georgia and the federal government. Such information shall include at a minimum, but not limited to:
      - o Name/ Type of Entity.

- o Authorization to conduct business in Georgia.
  - o Names of Officers & Shareholders.
  - o Corporate Address/ Mailing Address.
  - o FEIN and Corporate Identification.
  - o Contact person for company, and.
  - o Name and title of person authorized to sign legal documents on behalf of the company
- b) Provide a comprehensive rate schedule for all services, materials, medications and other actions or items that may be billed to a patient during their treatment and transport.
- c) Provide a complete outline of the billing and collection policies and procedures in the proposal. Policies about acceptance of assignment and write-off should be specifically addressed. In addition, the following financial information is to be included in the proposal:
- Local Brantley Access: A designated local phone number for inquiries from patients and third-party payers will be provided by the Ambulance Service for patient use.
  - Third-Party Billing & Collection: A third-party service may be used to provide EMS billing and collection services. If one is being used, identify the service provider in the proposal.
  - Financial Audit: Provide a copy of the most recent audited financial statement prepared by an independent public accounting firm in accordance with generally accepted accounting principles. For new start-up proposals, provide an estimated balance sheet and profit/ loss statement projections.
2. Approach to Emergency Medical Services Response (30 points)  
Provide a copy of the Ambulance Service's proposed Policies and Procedures/ Ambulance Equipment List that includes, but is not limited to:
- a. Proposed Ambulance Service Mandatory Inventory List, and.
  - b. Proposed organizational structure and staffing levels.
3. Clinical and Employment Practices (20 points)  
Provide a completed Fee Proposal Form (Attachment B) based on the scope of services and deliverables outlined in this RFP.
4. Past experience of Provider and Key Personnel References (20 points)  
The BOC will, in part, base its award on the experience of the Ambulance Service and key staff personnel in administering, managing, and operating a 911 emergency ambulance program.  
Provide a listing of three (3) references for the EMS Service Provider that can attest to the performance, quality and level of emergency services provided.
- D. Attachments  
Sign and include the following additional forms:
- Attachment A: Investigation Authorization
  - Attachment B: Fee Proposal Form
  - Attachment C: Non-Collusive Bidding Certification

#### **Section 4 - Submittal Instructions**

##### **Deadline for Written Questions Relating to the RFP**

The deadline for written questions is 12:00 p.m. on September 9, 2020. Please send questions to Toby Harris County Manager at [bccm@btconline.net](mailto:bccm@btconline.net).

##### **Submittal Instructions**

Bidders shall submit their written proposals by September 23, 2020 at 4:00 p.m. either sent to Rene' Herrin [bcbc@btconline.net](mailto:bcbc@btconline.net) email (PDF Format) or sent to the Brantley County Board of Commission office, 33 Allen Road Nahunta, GA. 31553. If sending the proposal by mail, the proposal must be stamped into the Clerk's Office by the due date and time or it will not be accepted.

After the deadline and upon request, a representative of the BOC will have available the names of those firms submitting proposals. No other public disclosure will be made until after the award of the contract. Any proposal received after this date and time shall be rejected. Incomplete information will be viewed as non-responsive.

**Proposals submitted by mail shall be mailed or delivered to:**

Brantley County Board of Commission

ATTN: Rene' Herrin, County Clerk 33 Allen Road Nahunta, GA. 31553

Proposals submitted by mail should be in a sealed envelope marked:

Firm Name, Address, and Phone Number

“Ambulance Service (EMS) and Non-Emergency Ambulance Service” “RFP Due Date: 4:00 p.m. on September 10, 2020”

**Proposals submitted by email in the email body shall include:**

Firm Name, Address, Email Address, and Phone Number, “RFP Due Date: 4:00 p.m. on September 10, 2020”

Sent under Subject “Ambulance Service (EMS) and Non-Emergency Ambulance Service”

The Brantley County Board of Commission appreciates your time associated with providing a proposal and looks forward to working with you in the near future.

## Appendix 1

### Definitions

**Advanced Life Support (ALS)** – Advanced services or skills provided by a Paramedic who is certified and credentialed by the appropriate authority that include the use of techniques including intravenous (IV) therapy, ECG monitoring, medications, advanced airway management and similar treatments approved by the State of Georgia.

**Ambulance** – A vehicle that meets State of Georgia standards to provide medical transportation for sick and injured patients.

**Basic Life Support (BLS)** – Basic EMS skills that include CPR, defibrillation, bleeding control, splinting, and similar treatments as authorized by the State of Georgia.

**Billing System** – The system used by the contractor to collect accounts receivable from the provision of EMS by the contractor. The contractor may subcontract this to a third-party agency provided that all sections of the contract are met.

**Default** – A situation (s) that occurs where the contractor can no longer meet the performance requirement set within the contract.

**Electronic Patient Care Report (E-PCR)** – A computer program that allows EMS and fire Providers to

input call and patient data into a reporting system.

**Emergency Medical Services** – The care and transportation of acutely ill or injured patients to an appropriate medical facility.

**Ambulance Service-** Any public, private or non-profit organization or business providing Emergency Medical Services to Brantley County.

**EMT** – A person certified by the State of Georgia and credentialed by the agency medical director to provide basic life support services.

**Medical Oversight** – The process of providing on-line and off-line medical oversight of the EMS system.

**Emergency Medical Dispatch System (EMDS)** – An emergency medical dispatch system that provides protocols for triaging 911 requests for medical service and delivering protocol-driven pre- arrival patient care instructions.

**Paramedic** – A person certified by the State of Georgia and credentialed by the Agency Medical Director and Regional Medical Director to provide advanced life support services.

**Primary Territory:** A geographic area listed on an ambulance service certificate or certificate of registration in which the service may receive (pick up) patients.

**Priority Dispatching:** A structured method of prioritizing request for ambulance and first responder services based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands.

**Protocol:** A planned set of actions or course of treatment.

**Request for Proposal (RFP):** An invitation for proposals to provide services.

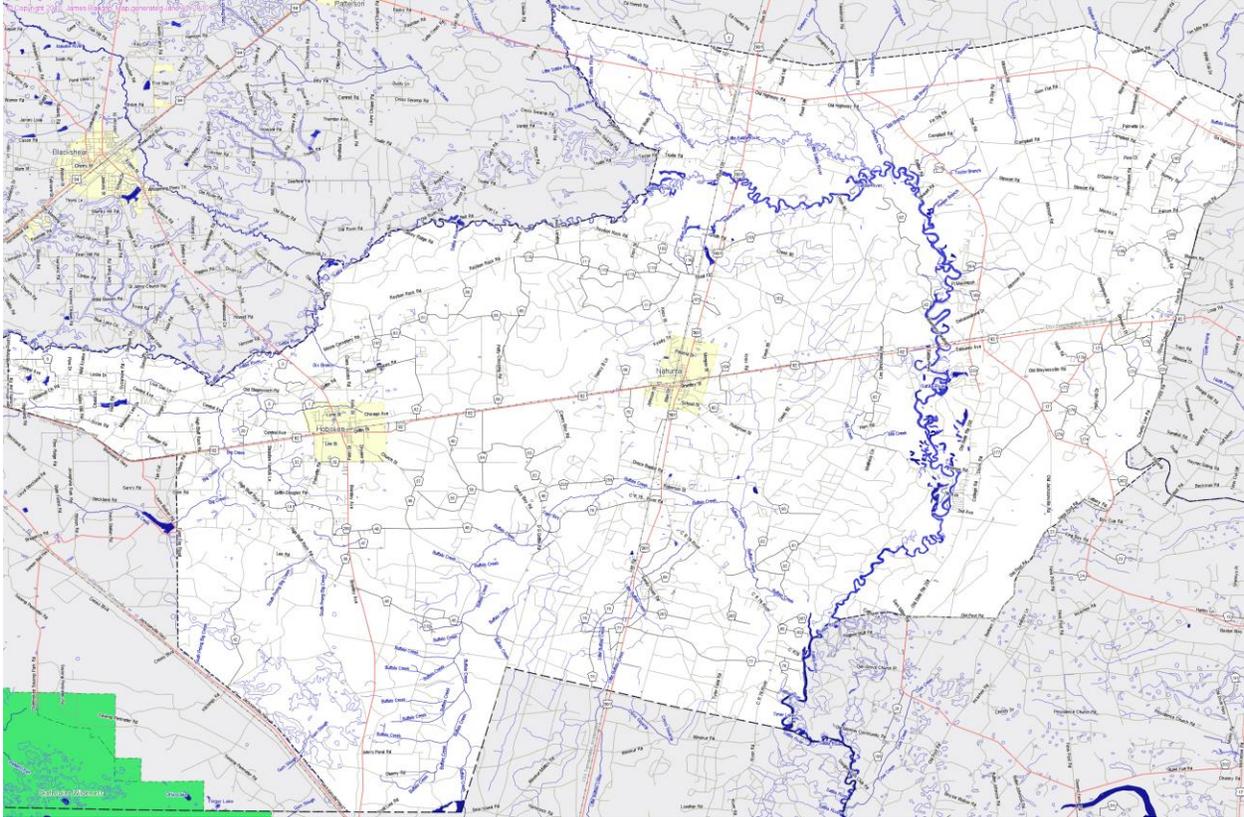
**Response Time:** The time elapsed from the moment the call is received until unit arrival on the scene.

**Stand-by Service:** Means having an ambulance fully equipped and staffed as required by Georgia EMS law to provide emergency services to an event or activity where EMS services could reasonably be anticipated. Being on a standby means that the ambulance is unavailable for anything other than the event or activity they are dedicated to and not available for response elsewhere.

**Third Party Payer:** Any organization, public or private, that pays or insures health or medical expenses on behalf of beneficiaries or recipients.

## Appendix 2

### Map of Service Area



## Appendix 3

### Insurance Requirements

Brantley County Board of Commission  
33 Allen Road Nahunta, GA. 31553 AND EMS SERVICE Insurance Requirements

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Ambulance/ EMS Service, herein referred to as the Provider, hereby agrees to effectuate the naming of the Brantley County Board of Commission, herein referred to as the BOC, as an additional insured on the Ambulance/ EMS Service Provider's insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
2. The policy naming the Municipality as an additional insured shall:
  - a. Purchase an insurance policy from an A.M. Best rated "Secure" insurer, licensed to do business in the state of Georgia. A Georgia State admitted insurer is preferred. The decision to accept specific insurers lies exclusively with the BOC.
  - b. The certificate of insurance must state that the Provider's coverage shall be primary

and noncontributory coverage for the BOC, its Board, and employees.

**c.** Additional insured status shall be provided by standard or other endorsements that extend coverage to the Municipality for both on-going and completed operations. The decision to accept an endorsement rests solely with the BOC. A completed copy of the endorsements must be attached to the certificate of insurance.

**d.** At the Municipality's request, the Provider shall provide a copy of the declaration page of the liability policies with a list of endorsements and forms. If so requested, the consultant will provide a copy of the policy endorsements and forms.

**3.** The Provider agrees to indemnify the BOC for any applicable deductibles and self-insured retentions. To the fullest extent permitted by law, the Provider agrees to defend, indemnify and hold harmless the BOC, its officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner for acts, omissions, breach or default of the Provider, in connection with performance of any work by the Provider, its officers, directors, agents, and employees.

**4.** Required Insurance:

**a.** Commercial General Liability Insurance

**i.** Bodily Injury & Property Damage:

1. \$3,000,000 per occurrence/ \$6,000,000 aggregate

**b.** Automobile Liability

**i.** Bodily Injury & Property Damage

1. \$3,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles

**c.** Personal Injury and Advertising Liability:

1. \$3,000,000 per occurrence/\$6,000,000 aggregate

**ii.** Contractual Liability with no non-standard exclusions

**iii.** State that the organization's coverage shall be primary and non-contributory coverage for the BOC, its Board, employees, and volunteers.

**iv.** The BOC shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.

**v.** Waiver of Subrogation

**vi.** Policies must include a 30 Day Prior Written Notice Brantley County Board of Commission in the event of cancellation or non-renewal

**d.** Georgia State Disability Statutory.

Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the DB120.1 form for NYS Disability Benefits. ACORD certificates are not acceptable.

**e.** Medical Malpractice Insurance

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Provider performed under the contract for the Municipality. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. If this coverage is provided in the General Liability proof of coverage

- must be indicated on the certificate of insurance.
- f. Excess Insurance  
\$2,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
5. Provider acknowledges that failure to obtain such insurance on behalf of the BOC constitutes a material breach of contract. The Provider is to provide the BOC with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of services. The failure of the BOC to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the BOC.

#### **Appendix 4**

##### **Posting Info**

Brantley County Board of Commission Request for Proposals Ambulance Services (EMS) Issue Date:  
August 19, 2020

Proposals for Ambulance Services for the Brantley County Board of Commission will be received at the Brantley County Commission office at 33 Allen Road Nahunta, GA 31553 until 4:00 p.m. on September 23, 2020. Each proposal must be prepared and submitted in accordance with the requirements outlined in the RFP.

The RFP may be obtained through email at: [bcbc@btconline.net](mailto:bcbc@btconline.net)

The Brantley County Board of Commission reserves the right to reject any and all proposals, waive any informalities, or award the contract in the best interest of Brantley County, Ga

**Investigation Authorization- Company**

The undersigned organization, a prospective proposer to provide emergency advanced life support ambulance service for the Brantley County Board of Commission, recognizes that public health and safety requires assurance of safe, reliable, cost-efficient ambulance service. That assurance will require inquiry into aspects of company operations deemed relevant by the Brantley County Board of Commission, or its agents. The company specifically agrees that the Brantley County Board of Commission or its agents may investigate, but not limited to the following matters:

1. The financial stability of the company, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the Brantley County Board of Commission’s selection decision.
2. The company’s current business practices, including employee compensation and benefits arrangements, pricing practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the company toward the company’s services and general business practices, including patients or families of patients served by the company, physicians or other health care professionals knowledgeable of the company’s past work, as well as other units of local government with which the company has dealt in the past.
4. Other business in which company owners and/ or other key personnel in the company currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the company in connection with such evaluation.

This authorization shall expire one year from the date of signature.

**AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE COMPANY:**

Company Name

Date

By: Signature (authorized representative)

Name & Title Printed

State of:

County of:

On this day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for the said County and State, personally appears

To me known to be the person described herein and who executed the foregoing statement, and acknowledged that s/he executed the same as her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public:

**NON-COLLUSIVE BIDDING CERTIFICATION**

**By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:**

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- [3] No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of Georgia, this day of \_\_\_\_\_, 2020 as the act and deed of said corporation or partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING: NAMES LEGAL RESIDENCE

President

Secretary

Treasurer

President

Secretary

Treasurer

**Identifying Data:**

Potential Contractor: \_\_\_

Street Address:

City, Town, etc.

Telephone:

Title:

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation    Legal name of person, firm or corporation

By  
(Name)

By  
(Name)

Title  
Title

Street Address  
Street Address

City and State  
City and State