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PURCHASING DEPARTMENT

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

PHYSICAL LOCATION

Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

INVITATION TO BID

Emergency Medical Treatment & Transportation

Bid Date: April 8, 2019	Bid Number: 52110-19B-013	Return Quotation By: April 29, 2019 10:00 a.m. CST
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Please submit a sealed price quotation on the items listed herein. **(Faxed bids will not be accepted.)** The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent.

The Montgomery County Commission reserves the right to award this bid on an all or none basis; to refuse all bids; and to waive technicalities.

Questions regarding this bid should be directed to Myrtle Singleton, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.

Donald L. Mims
County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 52110-19B-013 must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
4. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
5. Bidders must attach a copy of a current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment on payment of all city and county sales taxes. **If vendor is not required to have a City of Montgomery Business license or a Montgomery County business license, vendor must specify why license is not required.**
6. Bidders having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over vendors located outside of the legal boundaries of Montgomery County.
7. The contract period will be for one (1) year, beginning from the date of award and ending one (1) year thereafter with an option to renew for an additional two (2) years, in one-year periods. At the end of the (1) year contract period, a price increase may be allowed, but shall not be more than five-percent (5%) per year.
8. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program.

DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

BID PROTEST PROCEDURE

A formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

ALABAMA'S IMMIGRATION LAW

The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

SPECIFICATIONS

SCOPE OF SERVICE

The Commission solicits bids for a quality vendor to manage and deliver a system that will provide pre-hospital emergency medical service for the Montgomery County area, outside the city limits of Montgomery. This service will be the primary responder of all 911 medical calls received outside the city limits of Montgomery, including the Town of Pike Road, within Montgomery County. Performance of this service must adhere to all rules and regulations set forth by the State of Alabama, Department of Public Health, and Emergency Medical Services Division.

GENERAL INFORMATION

Questions Concerning the Bid

Any questions concerning this bid should be emailed to Myrtle Singleton at myrtlesingleton@mc-ala.org no later than 10:00 a.m. on April 15, 2019. Questions will be answered and emailed back to the vendors no later than 10:00 a.m., on April 17, 2019.

Award of Contract

Award of contract will be made to the lowest responsible bidder, on the total price of Items 1 through 6, plus the selected option or options.

Termination

Montgomery County Commission and successful vendor reserve the right to terminate this agreement at any during the contact period by giving a sixty (60) day written notice by either party. The contract will automatically terminate if the vendor is declared insolvent or adjudged bankrupt by any court or competent jurisdiction.

Award of Bid

The entity that is selected by the Montgomery County Commission shall agree to abide by the terms of a contract that will be delivered to the winning vendor for its review and negotiation. If the parties cannot reach an agreement, then the bid will be rejected in total.

DEFINITIONS

For the purpose of this bid, the following words, terms, phrases and their derivations shall have the meanings respectively ascribed here to by this Section.

Ambulance

Any motor vehicle constructed, reconstructed, arranged, equipped or used for the purpose of transporting ill, sick, injured or other individuals in need of or requesting medical attention and

which meets or exceeds the standards and requirements of the State of Alabama, Department of Public Health, Emergency Medical Services Division.

Ambulance Attendant

Any person licensed as an EMT (I, II, III) who has the duty of performing or assisting in the response to an ambulance call.

Ambulance Call

The act of responding to a call for ambulance service with an ambulance, in order to transport a person who is ill, sick, injured, or requesting transportation to a hospital emergency room.

County

All areas within the county lines of Montgomery County, Alabama.

County Commission

The duly elected members comprising the Montgomery County Commission.

Emergency Medical Technician (EMT)

Person licensed by the State of Alabama Department of Public Health, Emergency Medical Services Division. License will be one of the following three levels: (I) Level One or also referred to as Basic; (II) Level Two or also referred to as Intermediate; (III) Level Three or also referred to as Paramedic.

Paramedic

Person licensed by the State of Alabama Department of Public Health, Emergency Medical Services Division as an Emergency Medical Technician (EMT) III.

Sheriff

The duly elected Sheriff of Montgomery County, Alabama.

Dispatch Center

A location to receive calls and dispatch ambulances. Equipped with telephone service and wireless communication equipment capable of communicating with ambulances in the field.

Total Response Time

The time period from notification of call from Sheriff's Office until the time the ambulance is on the scene.

MINIMUM QUALIFICATIONS OF ALL BIDDERS

The Montgomery County Commission requires that any bidder shall outline the following information for consideration of this bid. **Bids received without the following required information will not be considered.**

1. The bidder must be organized and existing for the primary purpose of providing emergency medical treatment and transport services. Copies of State and Local Business Licenses must be included with the bid.
2. The bidder must include a full and complete staffing and organizational chart demonstrating its ability to fulfill this agreement and explain how emergency medical services will be administered for the citizens of Montgomery County.
3. All bids must contain the job descriptions, qualifications, training, applicable professional licenses, and certifications of those individuals who will or may administer these services outlined above.
4. All bids must provide the number and type of Advanced Life Support (ALS) ambulances which will or may be used to administer these services outlined above.
5. All bids must include background information on the company including, but not limited to, years of service in the ambulance business and years of service in the Montgomery area.
6. The bidder will be required to provide a certificate of insurance coverage in the following amounts:
 - a. \$1,000,000 professional liability per occurrence coverage
 - b. \$1,000,000 auto liability per occurrence coverage
 - c. \$1,000,000 property liability per occurrence coverage
 - d. \$3,000,000 excess/umbrella per occurrence coverage
 - e. \$1,000,000 workers compensation coverage
7. Bidder must provide performance bond in the amount of contract. Such bond will be required before the start of work by the successful vendor.
8. The vendor will be required to staff all ambulances responding to 911 calls in Montgomery County with a minimum of two (2) attendants who hold current licenses as Emergency Medical Technicians from the State of Alabama Department of Public Health, Emergency Medical Services Division. At least one (1) of the ambulance attendants must be, at minimum, a licensed paramedic, who shall remain in attendance with the patient, while the other may serve as the driver.
9. The vendor will be required to maintain one staffed, advanced life support (ALS) dedicated ambulance, twenty-four (24) hours a day, seven (7) days a week at the Volunteer Fire Department in Snowdown or South Montgomery County Volunteer Fire

Department Station #4 located on Mt. Zion Road-Davis Cross Roads; **and** at the Pike Road Volunteer Fire Department at 3427 Wallahatchie Road.

10. The vendor will be required to be in compliance with all applicable rules and regulations adopted by the Occupational Safety and Health Administration of the Department of labor and the State of Alabama, Department of Public Health, Emergency Medical Services Division regarding all operations, equipment, durable and other medical supplies, linens and all other supplies and equipment employed by the company.
11. The vendor will be required to maintain records for a minimum of three (3) years and will be subject to review by Montgomery County subject to rules and regulations regarding such records.
12. The vendor will be required to notify the Montgomery County Sheriff's Office of any delays in responding to calls in Montgomery County.
13. The vendor will be required to have ambulance attendants wear a photo ID that indicates name of company, name of employee, and level of training.
14. The bidder will be required to have all ambulances certified by the State of Alabama Department of Public Health, Emergency Medical Services Division. Ambulances will be subject to inspection by Montgomery County.
15. The bidder will be required to equip ambulances with reliable communications equipment. The ambulance assigned to the Snowdown area will also be required to have a wireless communication device capable of communicating with the Montgomery County Sheriff's Office.
16. The bidder will be required to be licensed by the State of Alabama, Department of Public Health and Emergency Medical Services Division as an advanced life support provider.
17. The bidder must provide information concerning any claims or judgments against them or employees for negligent operation of an ambulance, any suspensions or revocation of companies' ambulance license or employees EMT license, and any convictions or present charges or indictments against owner or employees for a crime involving moral turpitude.
18. The bidder will include a complete list of fees for transportation, mileage, equipment use, and any other charges for responding to 911 calls in Montgomery County.
19. The vendor will be required to maintain a manned dispatch center in Montgomery County twenty-four (24) hours a day, seven (7) days a week to handle Montgomery County 911 calls. This dispatch center must be equipped with a current map of Montgomery County.
20. The vendor will be required to enter into a hold harmless agreement to hold the Montgomery County Commission, its employees, the Montgomery County Sheriff's

Office, its employees and or agents harmless for any injury sustained by the vendor's employees or others, which may arise from and accrue directly from the performance of the work or any obligation of vendor or failure of vendor to perform any work or obligation provided for in this agreement. In addition, the vendor will agree to indemnify and hold the Montgomery County Commission, its employees, the Montgomery County Sheriff's Office, its employees and/or agents harmless from all such claims, actions, demands, lawsuits, damages, judgments, liabilities and reasonable attorney fees incurred in defending such claims which may arise from and accrue directly from the performance of the work or any obligation of vendor or failure of vendor to perform any work or obligation provided for in this agreement.

BID FORM

The billable runs listed below are estimated runs used for bidding purposes only and will be used for evaluating the bid.

Base Rate Fees for Transportation

1. ADVANCED LIFE SUPPORT NON- EMERGENCY

Transportation by ambulance and the provision of medically necessary supplies and services including the provision of an ALS assessment or the provision of at least one ALS intervention

Estimate Billable Runs- 3 Per Year

3 X \$ _____ Fee = \$ _____

2. ADVANCED LIFE SUPPORT –EMERGENCY

ALS services such as advanced airway management, Cardiac monitoring or defibrillation, administration or monitoring of IV therapy, etc. in an emergency situation –

Estimated Billable RUNS -960 PER year

960 X \$ _____ Fee = \$ _____

3. BASIC LIFE SUPPORT-NON EMERGENCY

Provision of BLS services such as basic airway management, treatment for shock, control of Bleeding, bandaging, splinting, etc. in a non-emergency situation.

ESTIMATED BILLABLE RUNS -22 PER YEAR

22 X \$ _____ Fee = \$ _____

4. BASIC LIFE SUPPORT-EMERGENCY

Provisions of BLS services such CPR, basic airway management, treatment for shock, control of bleeding, bandaging, splinting, etc. in an emergency situation.

Estimated billable runs -250 per year

250 X \$ _____ Fee = \$ _____

5. **ADVANCED LIFE SUPPORT 2 -EMERGENCY**

Administration of multiple medications or the Provision of at least one of the following ALS procedures:

- 1) Manual Defibrillation/cardio version;
- 2) Endotracheal Intubation;
- 3) Cardiac Pacing;
- 4) Chest Decompression;
- 5) Intraosseous Line; etc.

Estimated billable runs -12 per year

12 X \$ _____ Fee = \$ _____

6. **Billable Mileage Rate Fee**

Estimated Mileage - 15,000 per year

15,000 X \$ _____ Mileage Fee = \$ _____

Total

\$ _____

Montgomery County Commission reserves the right to award any one of the following options at any time and to change selected options during the contract period. A ninety (90) day written notice will be given to the successful vendor if options are changed.

One 24-hour ALS, 100% dedicated ambulance at:

A. **Snowdoun Volunteer Fire Department**

\$ _____
Annual Cost

or

**South Montgomery County Volunteer Fire Department
Station #4 on Mt. Zion Road-Davis Cross Roads**

\$ _____
Annual Cost

B. **Pike Road Volunteer Fire Department Station #1 at 3427 Wallahatchie Road, with the option to add two or more locations, as needed, at the same annual cost**

\$ _____
Annual Cost per Location

One 24-hour ALS, non-dedicated ambulance answering Pike Road and East side of Montgomery

\$ _____
Annual Cost

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Disabled

_____ Hispanic

_____ Other (Please Specify) _____

_____ Official Signature

_____ Printed Name and Title

Date: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Official Signature _____

Printed Name and Title _____