



St. Clair County
ALABAMA



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Chairman

St. Clair County Commission

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Kellie L Graff
Administrator/Treasurer

REQUEST FOR BID

ATTENTION ALL BIDDERS

RFP # 1 (2013-2014)
Emergency Ambulance Services

The St. Clair County E911 Board is soliciting sealed proposals for the item(s) listed above. **Proposals will be received by the St. Clair County E911 Board at the St. Clair County Courthouse Annex #1 (Administrative Center), 165 5th Avenue, Suite 100, Ashville AL 35953, ATTN: Laura Lawley, until**

June 20, 2014 at 9:00 a.m. (central time)

Proposals will be opened in the County Commission Chambers at the location listed above at the above stated time and date. Time is of the essence in submitting proposals and only sealed proposals received in the Commission office by the time listed above shall be opened and considered. Proposers and any other interested individuals are invited to attend the bid opening. **Please note that St. Clair County has two Courthouses.**

Proposers are instructed to read the **General Terms and Conditions/Overview, Scope of Services** and **Proposal Specifications** very carefully. **RFP addendums** will be provided to all proposers, if necessary. Proposals must be made in compliance with the guidelines in the sections referred to above and each page initialed by the proposer representative to denote understanding of such compliance.

If you have any questions concerning terms or conditions, specifications, or any other aspects of the Request for Proposal, please contact the following:

Kellie L. Graff
Administrator
Phone: (205) 594-2100
Email: klgraff@stclairco.com

Bidder Initials: _____

SECTION I
OVERVIEW

Bidder Initials: _____

ST. CLAIR COUNTY
EMERGENCY AMBULANCE SERVICES
REQUEST FOR PROPOSAL

Section I – Overview

A. Overview for Request for Proposal (RFP)

The St. Clair County, Alabama 911 Board (sometimes referred to herein as the “Board”), hereby solicits proposals from experienced and qualified organizations that are currently providing Advanced Life Support (sometimes referred to herein as “ALS”) responses in St. Clair County as of the date of July 31, 2013 or operate an ALS Ambulance service in a County or Counties adjoining St. Clair County with no fewer than thirteen ALS ambulances in operation 24/7/366. A consortium of ALS providers may meet this requirement. If the proposer will use a consortium method to meet the credentialing standards, the proposer must provide documentation that fully describes the business-operational aspects of the consortium and identify all parties including all signed agreements. The proposal is for provision of emergency ambulance service to an exclusive ambulance zone in the area known as St. Clair County and its inclusive cities, with the exception of areas of the county where the FIRE /EMS coverage is provided by Steele Fire, Trussville Fire, Pine Mountain Fire, Straight Mountain Fire, Ashville Fire, Gallant Fire, Leeds Fire, and Holly Springs Fire. St. Clair County is a county of an estimated population of January 1, 2010 of 83,599.

This procurement will establish a contract for emergency ambulance service including, but not limited to, all ambulance calls requiring lights and sirens, hereafter referred to as “Emergency calls.” Notification services will be provided by St. Clair E 911 Central Dispatch.

This procurement does not provide or contemplate coverage for non-emergency and scheduled calls for ambulance transportation where St. Clair E 911 Central Dispatch is not called.

Proposers must meet all credentialing requirements and scope of service requirements as listed in Section II of the RFP. Each proposal will undergo significant scrutiny in these areas prior to processing the application for full consideration.

The initial contract period will be for two (2) years and may be extended by mutual agreement for up to three (3) additional year periods on a year to year basis. Notwithstanding anything herein including the imposition of other penalties, a lack of compliance with set forth standards and requirements may result in dismissal of the contractor with St. Clair County retaining operations for up to six months pursuant to the contract terms.

This is a performance-based contract agreement. Failure to perform during the term of the agreement may result in termination of the contract subject to the terms and conditions set forth herein.

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B. RFP and Other Fees

This RFP requests no fees.

C. Timetable – the following events shall occur on or before the listed date.

Event

Proposal description document Available – **May 21, 2014**

Specific Inquiries of RFP by Proposer – Kellie L. Graff, Administrator

Proposer’s Letter of Intent Due – June 3, 2014

Proposals Due – June 20, 2014, 9 a.m. - Must provide a minimum of 12 copies of the proposal with submission

Review of Credentials / Proposals - June 21 through June 25, 2014

Recommendations to the Board - By July 1, 2014

Tentative Award by the Board – By July 3, 2014

Approval of Contract by the Board - By July 8, 2014

Implementation – **August 1, 2014**

D. Term of Contract / Renewal Provisions

Unless initiated earlier by mutual agreement, this contract shall commence at 12:01 a.m., August 1, 2014 and terminate at midnight July 31, 2016, unless extended, as provided for herein.

Any decision regarding possible renewal of this contract or any extension thereof shall be made at least six (6) months prior to the scheduled termination date, so that if no extension is approved, a new proposal process can be conducted on a schedule that will identify the new contractor.

The purpose of this requirement is to allow reasonable time for both outgoing and incoming contractors to plan and execute an orderly transition, to allow the county and its new contractor to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, managed-care and DRG transport contracts, and other contracts previously serviced by the outgoing contractor.

It is understood that unforeseeable factors may affect the future operation of the contract. The factors may include health-care reform, ambulance-cost factor (i.e. transportation costs) and other elements of the economy which may substantially affect operations. The RFP describes documentation and request

Bidder Initials: _____

methodologies to allow for consideration of such issues to reflect the potential changing cost or revenue climate of this contract.

E. Minimum Requirements for Review

All proposals will be initially screened by the Contract Oversight Group (sometimes referred to herein as the “COG”) for completeness. Proposals that are not complete and/or do not meet the RFP requirements may be considered non-responsive and not given further consideration. The proposer who meets the requirements of the RFP and whose proposal in the judgment of the St. Clair Contract Oversight Group (COG) will best serve the Board, the citizens of St. Clair County and who will best conduct response, care and transport EMS activities will be recommended to the Board by the COG. The Board is not bound by the COG recommendation and will either select a proposer or reject all proposals. A service contract will be offered to the selected proposer.¹

F. Cost, Revenue and Charge Review

A portion of the selection process will be based on cost, revenue and charge considerations.

The ultimate objective of the review process is to define the provider who best meets the scope of service of the RFP and who is the best able to sustain and improve the service over the life of the contract. Patient charges are a major component of establishing and maintaining a stable and long-term ambulance contract. Charges that are below the Medicare “prevailing” charges will be carefully scrutinized. Costs to the patients, as represented by patient charges, however, will remain a consideration within this framework.

G. Contract compliance

The contract awarded as a result of this solicitation will be monitored by the Contract Oversight Group (COG) with input from St. Clair Fire & EMS Association and the cities which are serviced by the contractor. The Board will meet regularly and consider the COG reports concerning the response time and other performance parameters of the contractor and review appropriate rate requests. The contractor will be required to have their chief operating officer, district manager or St Clair county manager, attend the monthly meetings of the St. Clair Fire & EMS Association and the COG.

H. Service EMS off-line Medical Director

The service must have a designated EMS off-line Medical Director to provide EMSP supervision, medical direction and oversight to the medical components of the ambulance service. Contractor will be responsible for adhering to the EMS off-line Medical Director’s policies and participating in the Medical Director’s audit process. The Medical Director shall serve as the physician supervisor of record for all pre-hospital EMS transport in St. Clair County provided under the contract awarded by this RFP. If a consortium of ALS providers is used, then the Medical Director(s) must be identified in the proposal for each provider.

¹ The COG reserves the right to waive any formality as required herein.

Bidder Initials: _____

I. Confidentiality

St. Clair County and/or the Board is subject to statutes relating to public records. The RFP herein designates that the following RFP materials shall be submitted in confidence and shall remain confidential and are exempt from disclosure to the extent allowed by law:

1. Historical financial information of the proposing firm or entity; and,
2. Material related to the background investigation of the proposing firm or entity conducted under the RFP process.

All pages contained in the above information shall be protected as “confidential.” Proposers who desire that additional information be treated as confidential must mark those pages as “confidential,” cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality.

All such requests will be evaluated by the COG and/or the Board. Should a legal challenge occur regarding a specific proposer’s request for confidentiality, it shall be the proposer’s responsibility to defend such challenges. The Board and the COG reserve the right to disclose part or all of the information determined not to meet the confidentiality provisions of applicable statutes; to determine additional information which may be deemed confidential on an individual submittal basis; and/or, to determine additional confidential categories of information which would be applicable to all submittals.

J. Alabama Immigration Law Compliance

Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who has become unauthorized with respect to such employment, or to fail to comply with the § 9 requirements, or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor’s hiring practices to execute an affidavit to this effect on the form supplied by the County and return the same to the County. Contractor shall also enroll in the E-Verify program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the County may require to confirm Contractor’s enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the County and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of

Bidder Initials: _____

1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the County. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

K. e-Verify

By signing this contract, 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.

Bidder Initials: _____

SECTION II
SCOPE OF SERVICE

Bidder Initials: _____

Section II – Scope of Service

A. Ambulance Service Area

The response area to be served by the RFP is the “St. Clair Ambulance Service Area” or the “Service Area.”

B. Exception to the Service Area

The Service Area shall be all areas of St. Clair County (the “County”) with the exception of those areas within the County for which FIRE /EMS coverage is provided by Steele Fire, Trussville Fire, Pine Mountain Fire, Straight Mountain Fire, Ashville Fire, Gallant Fire, Leeds Fire, and Holly Springs Fire.

C. Response Standards

1. General

It is the proposer’s sole responsibility to be familiar with the geographic considerations and response-time requirements of this solicitation. Response times shall be calculated from the moment the ambulance contractor receives the location of the call and the nature of the call, whether that information is received by voice or by automatic data transmission, until the time the contractor’s ambulance arrives on the scene with a fully equipped and staffed Advanced Life Support (ALS) ambulance. All response times are measured in seconds, not whole minutes. All emergency notification services and times will be provided and documented by St. Clair E 911 Central Dispatch as well as the contractor.

Monthly reports providing response times must be electronically by the contractor and E-911 and provided to the COG contact by the fifth of the following month. Said reports shall be submitted in an Excel spread sheet in the format as requested by the COG (format to be provided to contractor at time of contract execution) These monthly reports shall be provided in such a manner that the St. Clair E 911 Central Dispatch CAD number is a common data field in both reports (St. Clair E 911 Central Dispatch reports and the contractor’s reports); also, patient or other private or law enforcement data shall not be present in either report. The minimum data fields in the reports which must be present unless the COG, contractor, and St. Clair E 911 Central Dispatch agree to a change in writing after the contract is awarded are:

1. St. Clair E 911 Central Dispatch CAD number assigned at the beginning of the call in each of the St. Clair and contractor reports
2. Date & time of call dispatched by 911to the contractor in the St Clair 911 report and date and time of call received from St. Clair E 911 Central Dispatch by the contractor in the contractor report
3. Date and time call dispatched by the contractor in the contractor report.

Bidder Initials: _____

4. Date and time that contractor ambulance reported/communicated on the scene in each of the St. Clair E 911 Central Dispatch and the contractor reports
5. Date and time of cancellation of the requested response if cancellation occurs in each of the St. Clair E 911 Central Dispatch and contractor reports.

St Clair 911 reports for each call shall include: St Clair CAD #, date and time of dispatch to contractor, date and time contractor reports on scene, date and time call cancelled if cancelled.

Contractor report for each call shall include: St. Clair CAD #, date and time call received from St. Clair E 911 Central Dispatch, date and time call dispatched by the contractor, date and time of call cancellation if St. Clair E 911 Central Dispatch cancels the call, date and time contractor ambulance arrival on scene, patient disposition

The County is interested in providing prompt, effective ambulance services at a reasonable cost to the customer. Enhanced services above the standard of this RFP must include a separate cost estimate. Clinical and response-time performance should not be sacrificed for financial gain.

2. Emergency Calls

Contractor must provide 24-hours, 366-day per year coverage for all emergency requests for service for the term of the contract, as defined by medical dispatch protocols of St. Clair E 911 Central Dispatch. Emergency for purpose of this RFP is defined as all requests receiving a response with lights and sirens for presumed life-threatening or non-life-threatening conditions.

The contractor shall seek to provide response times of no greater than twenty (20) minutes and must guarantee a county wide response time of twenty minutes or less for no less than ninety percent of the dispatched calls by St Clair E 911 Central Dispatch; no response time for any St. Clair E 911 Central Dispatch dispatched call shall exceed thirty minutes.

If any Fire / EMS coverage area is regularly being provided response times of greater than twenty (20) minutes, the contractor the COG and a representative from said area shall meet to determine how to address said failure.

3. Dispatch Services

Ambulances available for dispatch must acknowledge their availability, dispatch notification, and also notify St. Clair E 911 Central Dispatch of arrival on scene.

D. Penalties

1. Emergency Calls

For those months that the contractor fails to respond to ninety percent of all emergency calls within the time period specified in the standards, the contractor will review their response time plan to determine

Bidder Initials: _____

the causes of non-compliance and report such to the Contract Oversight Group (COG). For those months that the contractor fails to meet the ninety percent standard, a one-hundred dollar financial penalty for each response in excess of ninety percent of the total calls county-wide covered by the contract, if the response is over twenty minutes (ie- total calls = 1000 with 850 call less than twenty minutes and 150 greater than twenty minutes = 50 calls x \$100 = \$5,000.00).

For contract monitoring and contract standard purposes, any call answered greater than thirty minutes will be subject to penalty. For every emergency call where the ambulance response time is greater than thirty minutes the penalty will be three hundred dollars per call. Calls referred to another agency will be included as part of the response-time requirements of the contractor and a monthly report of such calls will be reported to the COG. The determination of the number of calls is: contractor was notified by St. Clair E 911 Central Dispatch with a request for an ambulance to respond to a scene in the Service Area and contractor's ambulance reached the scene as requested or was cancelled by St. Clair E 911 Central Dispatch.

Notwithstanding anything to the contrary herein and in strict addition to any other penalty described herein, this contract is a performance based contract and failure to perform as required herein, falsification of records/documents, etc. may result in termination of the contract by the Board.

2. Upgrades, Downgrades, Canceled Responses and Breakdowns.

From time to time special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance and penalties will be as follows:

a. Upgrades

If an assignment is upgraded (made a higher priority) by St. Clair E 911 Central Dispatch prior to arrival of an ALS ambulance unit on the scene, the contractor's compliance and penalties will be calculated from the time the emergency call was upgraded.

b. Downgrades

If a call is downgraded (from emergency to non-emergency) by St. Clair E 911 Central Dispatch or based on information from a 7 – digit caller and, in accordance with County- approved dispatch protocols prior to arrival on the scene of the ALS ambulance unit, the contractor's compliance and penalties will be determined by.

1. If the event of downgrade occurs after the unit has exceeded the standard response time of twenty-minutes, said twenty minute standard will apply and the response will be considered non-compliant; or,
2. If the event of downgrade occurs before the unit has exceeded the standard response time the less stringent lower priority standard will apply.

Bidder Initials: _____

3. If St. Clair E 911 Central Dispatch downgrades a call, the maximum response time of thirty minutes will apply. However, the ambulance contractor will remain responsible for responding to such a downgraded call at the earliest possible time. For purpose of measuring contract compliance, each incident will be counted as one call dispatched only, no matter how many units respond to the incident.

c. Canceled Responses

If a call is canceled prior to the ALS ambulance unit arrival on the scene, the contractor's compliance and penalties will be calculated based on the elapsed time from receipt of call to the time the call was canceled.

d. Multiple Units / Break Downs

If multiple units are responding, then the additional unit's time is measured from the time the additional unit is requested until it arrives on scene. If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down in route to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives. If a unit breaks down on the way to the hospital with a patient loaded, the fine will be up to \$500. The COG in considering the application of a fine for ambulance breakdown will consider the vehicle maintained records and may dismiss the fine based upon situations beyond the operators control such as wrecks, vehicle manufacturer recalls or known problem areas.

3. Waiver of Penalties / Grievances

The COG reserves the right to individually exclude calls from the response-time or other penalties due to a lack of necessary information and/or circumstances occurring beyond the control of the contractor, etc.. In addition, the COG reserves the right to waive response-time penalties during the Initial Coverage Plan phase (first 3 months) if a contractor is selected other than one currently servicing the Service Area. Proposers shall specifically request such a waiver for consideration in the written Initial Coverage Plan, as detailed later in this RFP. A grievance procedure on penalty assessments will be developed prior to contract initiation. The proposer is encouraged to submit a suggested process, but is not required to do such to be compliant in the proposal process.

4. Other Response-Time Issues

Ambulance contractor will not be held responsible for response time performance on an emergency response outside the Service Area. However, the contractor shall use its best efforts in responding to mutual-aid calls out of the Service Area.

The response time established is expressed in terms of the maximum allowable for all of St .Clair Ambulance Service Area under this proposal. Contract will be in fractal form of twenty minutes or less in ninety percent of the calls in the service area. Ambulance contractor will provide services not to

Bidder Initials: _____

exceed the thirty minute maximum allowable response time in the service area under this proposal and contract.

On scene times shall be established from St. Clair E 911 Central Dispatch data or radio transmissions identifying the scene time or the contractor’s response times as provided and accepted by the COG. If no on scene time is reported, the call will be counted as late for purposes of percent on-time standard and subject to the penalty as deemed appropriate by the COG. Penalties for willfully falsifying at-scene times by contractor’s field staff will be assessed at \$500 and by contractor’s management staff will be \$1,000 for each incident. Any penalty assessed by the COG shall be paid to the Board who is responsible for the allocation and use of the penalty funds to enhance the delivery of Emergency Medical Services in St. Clair County through recommendations of the St. Clair Fire and EMS Association, the COG and/or other such affected individuals and/or organizations as it so chooses.

Notwithstanding anything to the contrary herein and in strict addition to any other penalty described herein, this contract is a performance based contract and failure to perform as required herein, falsification of records/documents, etc. may result in termination of the contract by the Board.

Specific plans with regard to this standard must be provided in the response to the RFP.

The following table summarizes fines and penalties listed in this RFP.

**St. Clair County
Summary of Fines and Penalties**

<u>Category</u>	<u>Charge</u>
1. Responses below standard fractile of twenty minutes in ninety percent of the calls.	\$100 for each call in excess of ten percent fractile in the entire St. Clair Ambulance Service Area.
2. Exceeds the maximum response time of thirty minutes	\$300.00 per call
3. Willfully falsifying response data by: a. field staff b. management staff	\$500 per incident \$1,000 per incident
4. Breakdown of unit w/patient or insufficient/inoperable equipment on the ambulance.	Up to \$500 per incident

Bidder Initials: _____

E. Term and General Nature of Contract

This RFP contains language which uses the terms of proposer and contractor. Proposers should consider all contractor services as described as contract terms within the proposer’s response to this RFP. A proposer when selected by the St Clair 911 Board will be offered a contract to provide ambulance service pursuant to the terms of its proposal submitted in response to this RFP and governing law for up to two (2) years with three (3) individual options to renew the contract for one (1) year periods after an initial 2 year period under the following conditions:

1. Both parties give notice of their intent to renew at least six (6) months before the end of the contract term; and,
2. The contractor has been in substantial compliance with the terms of the contract for the most recent two-year period of the contract.

F. Mutual Aid and Response

The contractor agrees to respond to all notifications by St. Clair E 911 Central Dispatch within the Service Area.

Although the response to mutual aid requests will not be required by the contract, it is neither discouraged; should the delivery of mutual-aid services to a neighboring jurisdiction become excessive (e.g. in excess of one percent of the calls for that region absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the contractor’s resources for emergency calls, the contractor shall inform the COG. The COG will then assess the situation and recommend to the contractor any action necessary to rectify the inequity.

Specific plans with regard to this standard must be provided in the response to the RFP.

G. Staffing Requirements

Responses to 100 percent of all emergency calls within the contract area shall be handled by a paramedic-level ALS ambulance. Staffing of each ambulance shall be at a minimum of one Paramedic and one EMT. The COG is responsible for consideration of any personnel issue resulting from an interaction between the contractor’s personnel and a customer inclusive of: patients, other responders, general public, hospital personnel, and any other affected parties. A plan is to be submitted which will demonstrate how the proposer will carry out any recommendation concerning personnel issues as recommended by the COG.

H. Driver Training Requirements

All ambulance personnel must complete a minimum of a 16-hour Emergency Vehicle Operations Course. This course must be repeated for a minimum of four hours every two years for all ambulance personnel.

Bidder Initials: _____

Specific plans with regard to this standard must be provided in the response to the RFP.

I. Dispatch Requirements

The St. Clair E 911 Central Dispatch will handle services for initial requests, notification and dispatching of Contractor and first-responder services.

Specific plans with regard to how the contractor's dispatch center will receive and distribute calls for service to individual units, along with plans on how contractor ambulances will notify St. Clair E 911 Central Dispatch of requirements of Section II (C)(3) of this RFP must be provided in the response to the RFP. Location of contractor's dispatch center should be included in this plan.

J. Vehicle and Equipment Requirements

Proposers shall define the minimum number of ambulance vehicles believed to be necessary to fulfill this contract and provide defense for the same in response to this RFP. Vehicles to be initially used by the contractor shall be listed by year, type, and mileage. Each vehicle must meet Federal KKK-A-1822D standards or equivalent, at the time of original manufacture.

Each ambulance should have preventative maintenance records, as well as adhere to an approved preventative maintenance program. The maintenance program shall be submitted with the RFP response. Each vehicle shall meet ambulance equipment standards of the State of Alabama. Proposers shall provide all of their own restocking of drugs, expendables and describe their proposed turnaround time for restocking a vehicle after calls. A portable ventilator is to be placed on each ALS ambulance with the type and model described. A plan is to be provided.

K. Data Collection and Evaluation Requirements

The contractor shall be required to complete all forms and data reports required by the County, State, and BREMSS including but not limited to field-assessment forms, and standardized data. Specific plans with regard to this standard must be provided in the response to the RFP.

L. Communications Requirements

The EMS radio system to be used by the contractor must include a frequency used by the St. Clair E 911 Central Dispatch and is in the St. Clair Fire Service radio system. The contractor shall assure that each ambulance used for response in the Service Area shall be equipped with appropriate emergency communication equipment (the "Radio Equipment") compatible with this radio system. Each station/sub-station used by ambulances respond to the Service Area must be equipped with an alerting device compatible with the radio system.

Included in the proposal shall be a plan describing the process to lease or purchase the Radio Equipment for all responding ambulances. The Radio Equipment must meet the requirements provided herein as well as all other State requirement's including contact with ATCC, statewide EMS and Fire mutual aid frequencies and the transmission of twelve Lead ECG's.

Bidder Initials: _____

It is understood that the rural nature of portions of St. Clair County makes radio communications limited in some locations and the proposer shall provide a plan for such incidents.

Appropriate and professional radio communications are required of contractor personnel.

Each ambulance shall be equipped with a GPS directional device with current mapping software. Proposers shall provide a plan noting the device to be used as well as the map books to be used. Further, proposers shall describe their method of educating personnel on roads within the County, the hospitals transported to as well as a method to avert main impediments to travel as they occur.

Specific plans with regard to this standard must be provided in the response to the RFP.

M. Mass-Casualty Incident (MCI) Response

The contractor shall be required to provide a mechanism for immediate recall of staff for units during mass-casualty Incidents (MCI), times of peak overload, or widespread disaster situations. The proposers plan should include the ability of the contractor to page and alert off-duty personnel. Contractor shall be familiar with the BREMSS MCI plan and their responsibility under it. The contractor's county manager or shift supervisor must respond to all MCI to function as the transport officer or other such duties as assigned by the Incident Commander.

Specific plans with regard to this standard must be provided in the response to the RFP.

N. Financial Requirements

St. Clair County expects proposers to establish, in their responses to the RFP, that proposers have a firm financial commitment and a recent financial history to support and maintain:

1. Sufficient financial capacity to commence or continue all services listed in the RFP on or before August 1, 2014 and
2. Sufficient financial resources to continue if applicable and maintain all services for at least the primary contract period of two years.

It is incumbent upon the proposer to include sufficient information within the proposal package to allow reviewers to determine that the proposer:

1. Understands and documents all costs which will be associated with the contract
2. Has documented and supported all revenue sources associated with the proposal/contract, and;
3. Has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the contract.

Bidder Initials: _____

Documents and required budget material requested to respond to this RFP are intended to assist with this determination. Failure to provide these documents, in the detail or at the level of documentation required, and to meet the levels of independent verification of financial information requested, will reduce the credibility of the proposal and may result in disqualification or non-selection.

In addition to the financial documentation discussed, the County is requiring the submission of a financial plan to allow the County to operate the contract for up to a six-month period should a default and takeover occur. Any legal limitation or inability to meet the standards set forth herein must be addressed by proposers and disclosed in the proposer's response to this RFP. If not so addressed, said limitation or inability shall be deemed waived by the contractor and may not be raised as a defense to performance.

Upon award of a contract, the contractor shall charge only the charges authorized therein. Adjustment to the charges shall be authorized annually based on changes in the Medical Consumer Price Index or other index of the proposers choosing approved by the COG and other factors as stipulated in this RFP. No rate adjustment will be considered for the first year of the contract term. The COG must approve all changes to the rate structure based on substantial documentation of need submitted by contractor. All documentation shall be provided based on a format supplied by the COG.

Proposers may be allowed alternatives to traditional fee-for-service arrangement on a case by case basis as long as the Contractor is not shifting additional costs to other patients or their payers. Any form of captivation agreement with managed care organization must demonstrate to the COG's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third party payers in the in the area. No alternative pricing proposals will be allowed for the first six months of the contract.

Specific plans and documentation with regard to this standard must be provided in the response to the RFP.

O. Other Requirements

1. "Move Up and Cover" Requirements

The contractor shall agree to respond in a "move up and cover" capacity if so directed by St. Clair Central Dispatch because of unusual situations (MCI, Floods, and Weather Emergencies). Specific plans with regard to this standard must be provided in the response to the RFP.

2. Regional MDAP Plan and Policy Requirements

Contractor must comply with the provisions as specified in the BREMSS MDAP Plan approved by the State Committee of Public Health. This plan, the RFP itself, coupled with the State of Alabama's EMS policy and procedures and other "governing law" defines the policy requirements of this contract. The contractor must carry all drugs as authorized by the ADPH/OEMST, including optional drugs except Nitrous Oxide. Contractor can petition the COG to remove this requirement for each drug/procedure declared optional by ADPH Rules or protocols.

Bidder Initials: _____

Specific plans with regard to this standard must be provided in the response to the RFP.

3. First Responder / PSAP Training and Coordination

First responder agencies are an integral part of a quality EMS system and the contractor will be expected to document their experience and future program to coordinate with first responder agencies. The contractor must integrate their service with existing first responder, St. Clair E 911 Central Dispatch and allied agencies. Regular training programs provided by the contractor and scheduled coordination meetings with these agencies are required for rural first responders and may be offered to urban responders. Based on this assessment and approval by St. Clair County Fire and EMS Association of a training plan, training programs must be provided and must orient to the needs' assessment and be directed towards assisting first responders in meeting medical continuing education standards. Contractor must agree to participate in training on mass-casualty incidents. All training shall be consistent with BREMSS medical control policies.

Specific plans with regard to coordination and training must be provided in the response to the RFP.

4. Implementation Schedule and Requirements

The Contractor must be able to meet all minimum requirements of this RFP and do so within deadline established.

Specific plans with regard to this standard must be provided in the response to the RFP.

5. Supervision Requirement

Contractor will be responsible for an organized field supervisory personnel (e.g. field training officers, field supervisors) system to include a formal evaluation of all field personnel every six months for the first year of employment and annually thereafter. The supervisory personnel shall be in sufficient numbers to provide field evaluation and job supervision. The contractor will be required to have their Chief Operating Officer, District Manager or St Clair County Manager, attend the monthly meetings of the St. Clair Fire & EMS Association and the COG.

Contractor shall provide, at a minimum, one (1) field supervisor available in St. Clair County 24 hours a day. The supervisor shall be dedicated solely to St. Clair County and shall act as a liaison to dispatch and related public-safety agencies.

Typical duties shall include, but not be limited to automatic response to:

- a. Incidents requiring two or more ALS-unit response;
- b. Mass-casualty or disaster incidents;
- c. Hazardous materials incidents involving patient care; and,

Bidder Initials: _____

- d. Life-threatening incidents in immediate areas of supervisor at time of dispatch.

Specific plans with regard to this standard must be provided in the response to the RFP.

6. Safety and Risk Program

Proposers shall provide a safety and risk management program which shall at a minimum include:

- a. A safety manual that insures compliance with OSHA requirements.
- b. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk; protect themselves from danger; and preserve themselves from loss.
- c. A training program for all managers and supervisors to insure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- d. An employee of the contractor must be responsible for the safety and risk program and they must have received formal training on risk and loss issues.
- e. The safety and risk program starts in the employment application phase and must include the following:
 - (1) An employment physical exam; and
 - (2) Physical capacities evaluation.
- f. A driver-safety program that meets or exceeds any state requirements.
- g. A continuing education program for all employees on safety and health issues that is scheduled no less than quarterly.
- h. A safety committee that meets monthly and involves no less than four employees and is representative of all contractor departments.

Specific plans with regard to this standard must be provided in the response to the RFP.

7. Support to Search and Rescue and Fire Responses.

The contractor shall agree to provide support and respond to Fire Department and County Sheriff dispatch requests for search and rescue (SAR) assistance on medical issues. Contractor will respond with a fully staffed ambulance to each working structure fire in the county or as requested by dispatch, and the ambulance shall be considered available to respond to other emergency calls as requested by dispatch *if so released by the Fire Incident Commander at the fire scene.*

Bidder Initials: _____

Specific plans with regard to this standard must be provided in the response to the RFP.

8. Public Information/Education Component

At a minimum, the contractor shall prepare and implement an EMS public information, education and prevention plan for St. Clair County in partnership with the St. Clair Fire & EMS Committee. Proposer shall specify the plan's components but must include: appropriate access to EMS, prevention, recognition and response to heart attacks and strokes, and injury prevention programs. The plan must be provided in the proposer's response to this RFP and demonstrate coordination with programs of first responder and PSAP agencies.

9. Hazardous Material Incident and NIMS Compliance Education

Contractor shall stipulate in their proposals a plan for all EMTs to meet the First Responder Awareness level as defined in National Fire Protection Association (NFPA) 472 Standards for Professional Competence of Responders to hazardous Material Incidents, as well as the Level I competencies as defined in NFPA 473, Competencies for EMS Personnel Responding to Hazardous Material Incidents. In addition, all EMTs shall receive at least four (4) hours refresher training annually to maintain these competencies. Contractor will participate in multi-agency and local hospital hazardous material drills and exercises as requested. Documentation of participation in such training and drills shall be submitted to the COG quarterly. All personnel of the contractor must be NIMS education compliant based on the most current requirements including NIMS 300 and 400 for County Manager and all supervisors.

A plan is to be submitted by the proposer for this educational and monitoring requirement as response to the RFP.

10. System Requirements

The contractor will agree to participate in EMS education required for effective delivery of emergency medical care under this contract. Such requirements include EMT,-Intermediate-Advanced, and Paramedic initial or continuing education programs and disaster drills, even if the students are not employees of Contractor. Contractor shall establish reasonable standards for ride-alongs and other EMS system training opportunities as approved by the COG.

Specific plans with regard to this standard must be provided in the response to the RFP.

11. Helicopter Air Ambulance Services

Integration of Air Ambulance with ground transport is necessary. A plan is to be provided which defines when and how air transport will be used.

12. Subcontracts / Legal Entity

A single contractor (may be consortium) is required for this agreement. The RFP response may propose a subcontract with another provider(s), subject to COG approval and limited to:

Bidder Initials: _____

- a. billing;
- b. vehicle maintenance;

The proposer and each subcontractor shall provide complete financial records as stipulated in this RFP. The contractor and each subcontractor shall also remain fully responsible and liable for all action as they relate to this contract.

The proposer must be a single legal entity. The proposer may be formed as a partnership of multiple legal entities, as a corporation in which other legal entities are shareholders or as an intergovernmental entity. All subcontracts shall include language identifying them as such and be approved by the COG.

13. Performance Guarantee, charges, history, inspection

a. Proposer must as part of its proposal provide a plan which assures St. Clair County and the Board of continued ambulance services as described herein to the standard described above for a period of six (6) months should the contractor fail, or have its contract terminated, for any reason prior to the conclusion of any given contract term or renewal thereof. Proposers may use performance bond, lock box-escrow funds, three-way equipment lease, or any alternative, to guarantee the above. Said continuation of services shall be at no additional cost to the County or the Board. Proposers are encouraged to be creative in the design of this plan so the guarantee is met at the lowest cost with the least interference with the contractors operation.

b. Proposers must include listing of all proposed charges. Charges as agreed to in the contract will be reviewed annually and approved by the COG. The contract will allow for automatic rate increases based on Medicare allowable increases and Health/ Medical Index increases. If the proposer wishes automatic increases based on any other index, this should be proposed.

c. Proposal must include a history of the operation of the proposer and, if proposer is a corporation, identification of its directors. History must include immediate two year past financial data as well as a listing of all complaints and the disposition of those complaints.

d. ADPH/OEMS&T inspection and current good standing for each ambulance in service will be considered as meeting contract requirements for quality of ambulance units, except in the event that any ambulance arrives at the scene with insufficient equipment as required by ADPH Rules to treat the patient. Insufficient or inoperable equipment will be treated as a fineable offense. Determination of insufficient equipment will be based on field provider or hospital complaints. Provider must also provide a plan to meet the needs of transfer of ventilator patients from St. Vincent's St. Clair Hospital (plan must include a ventilator exchange arrangement with the hospital).

Specific plans with regard to the above must be provided in the response to the RFP.

Bidder Initials: _____

CONTRACT OVERSIGHT GROUP

1. Purpose: The Contract Oversight Group is responsible for the development and recommendation of a Request For Proposal for delivery of ambulance services and its associated functions to the St. CLAIR 911 BOARD and to provide a recommended contractor based upon the evaluation of such proposals received by the Board. The Contract Oversight Group (COG) is then responsible for the day-to-day oversight and review of the St. Clair Ambulance contract awarded as a result of said RFP process, its standards of performance and the contractor's compliance therewith. Any complaints raised concerning the ambulance contract or ambulance contractor are the responsibility of the COG. The COG is appointed by and is solely responsible to the St. Clair County 911 Board.

2. Membership:

St. Clair Fire and EMS Association – Two members

St. Vincent's St. Clair Hospital One member either the ED Medical Director or ED Nurse Manager or appointee

St. Clair E 911 Central Dispatch - One Member

Public One Member (chosen by the Board)

Representative of each incorporated city participating in the St. Clair Ambulance contract.

3. Meetings / Report: The COG will meet monthly to review all performance standards.

4. The St. Clair County 911 Board shall have the right and obligation to change, add and/or remove members for the COG. In addition, the Board shall appoint the Chair/Facilitator who will serve as a non -voting member and may be from the existing COG membership or from another area.

Bidder Initials: _____