Rural Ambulance Service RFQ
Request for Qualifications

YELLOWSTONE COUNTY, MONTANA

4/11/2017
Rural Ambulance Service RFQ 2017

Yellowstone County is conducting a Request for Qualification “RFQ” for an ambulance contractor to provide rural ambulance services. The issuance of this RFP constitutes only an invitation to submit a Proposal to the County. It is not to be construed as an official and customary request for bids, but as a means by which Yellowstone County can facilitate the acquisition of information related to the instituting a rural ambulance service. Any Proposal submitted, as provided herein, constitutes an indication to negotiate and NOT A BID.

Proposal must be typed, submittals that are not typed will not be considered. Proposals will be accepted no later than 5:00 p.m. Mountain Time (MT) on or before May 26th, 2017.

Telephone calls will not be accepted regarding this Request for Proposals.

Inquiries concerning this RFP should be submitted by postal mail or e-mail to:

Brad Shoemaker
Emergency Services Director
217 North 27th Street
Billings, Montana  59101
Bshoemaker@co.yellowstone.mt.gov

The closing date for receipt of written questions will be May 19th, 5:00pm Mountain Time (MT). Questions received after this deadline will not be considered. All questions received before the deadline will be compiled. Responses to all questions will be made available by the County on the County website at:

http://www.co.yellowstone.mt.gov
Business tab – Purchasing/bids

RFP Amendment
Yellowstone County reserves the right to amend this RFP at any time. Changes to the RFP, if any, will be posted at http://www.co.yellowstone.mt.gov
VENDOR PROPOSAL REQUIREMENTS

DISCLOSURE OF PROPOSAL CONTENTS
All information in an applicant’s proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, known as the “Freedom of Information Act.” This act also provides for the disclosure of contracts and attachments thereto.

A qualified vendor should review the attached specifications and the vendor will be required to assume responsibility for all contractual activities offered in the proposal weather or not that Contractor performs them. If any part of the work is to be subcontracted, responses to the RFP must include a list of subcontractors including the firm name and address, the name of the contact person, a complete description of the work to be subcontracted, and information concerning the subcontractor’s organization and abilities.
The County will consider the selected vendor to be the sole point of contact with regard to project matter, including payment of any and all charges resulting from the award.

The Contractor should provide innovative ways that reduce cost and increase efficiency with the goal of better patient outcomes. Prospective contractors will be required to meet ALL the requirements of the County Ambulance RFP as well as assume all liability for failing to meet the requirements of the County’s RFP if awarded.
Sections 1-3 contain General and Special Terms and Conditions, Obligations, Rights and Remedies
Sections 4-6 of the RFQ contain the format, evaluation, review and timelines for consideration of the Contractor’s response.
Section 7 of the RFQ contains the RFQ Response to questions. All areas must contain a response by the contractor as to how they will meet each category. These will be evaluated and rated in order to rank the proposals from each Contractor.
SCOPE OF SERVICE

Ambulance Service District Requirements

Contracted service area includes areas in Yellowstone County that are outside of the following areas (as shown on the included map). Areas excluded are: City of Billings, Billings Urban Fire Service Area, Lockwood Fire District #8, and areas within the Crow Reservation.

The boundaries of this service area may be changed by Yellowstone County. Areas annexed into municipalities, Fire Service Areas or Fire Districts that currently provide ALS response and medical transport (Lockwood Fire District, City of Billings, BUFSA) shall be removed from the ambulance service area if annexed into those areas.

Call volume is estimated at 1,500-2,000 calls for service per year. The contractor is responsible for all billing and collection of charges associated with these calls. The contractor is entitled to any income associated with these calls.

The Contractor shall possess or obtain a current license, prior to beginning service, from the Montana Department of Health and Environmental Sciences to provide emergency medical services, both transportation and treatment services at the advanced life support level (paramedic).

The Contractor must comply with all rules and regulations governing emergency medical services and emergency medical technicians as promulgated by the Montana Department of Health and Environmental Sciences and the Board of Medical Examiners as contained in the Administrative Rules of Montana.

The Contractor must either contract with Billings City/County Dispatch for dispatching services or provide a contact via radio and/or computer interface (CAD-to-CAD) for the contractor to complete their own dispatching. The City/County Dispatch shall provide daily dispatch logs to assist the contractor in reporting its dispatch quarterly response times to Yellowstone County. Expenses associated with this interface and dispatching services provided by City/County Dispatch shall be borne by the contractor if used at rates agreeable with the city/county dispatch center.

Yellowstone County maintains a VHF repeater system throughout the county which the contractor may utilize to communicate with City/County Dispatch from rural areas. Not all areas of the county are covered by radio communication services. Yellowstone County shall set radio protocols for use of this system by the Contractor.

Service delivery requires two (2) physical locations for the ambulances to be based out of. The locations must be in the general area of Laurel, MT (within 3-miles of the junction of Highway 10 x 1st Avenue intersection) and the Shepherd/Worden/Huntley Area (within 5-miles of the junction of US Highway 312 x Shepherd Road intersection).

The Laurel Station shall have two (2) ambulances stationed there and the Shepherd/Worden/Huntley Station shall have one (1) ambulance available twenty-four (24) hours per day, seven (7) days per week to respond to calls within the service area. All three (3) ambulances may be utilized anywhere within the boundaries of the service area. A third ambulance may be required intermittently during peak hours when both ambulances are commonly in use at the same time.
The contractor must be able to provide a backup ambulance(s) during times the primary ambulance(s) are out of service for maintenance, mechanical, or other issues.

Each ambulance (2 person Minimum) must be equipped with one VHF mobile radio operating with at least 50 watts of power and all equipment needed to perform ALS medical intervention and transport a patient to definitive care.

Ambulances must be staffed with a minimum of two personnel at all times including one (1) Montana Licensed Paramedic and one (1) Montana Licensed EMT.

- A second Paramedic may be substituted for the EMT.

Each ambulance crew (2-people minimum) must be equipped with a VHF portable radio operating with at least 3 watts of power and other equipment and training as needed to perform in their capacity as an EMT or Paramedic.

The contractor shall maintain training and qualification documentation for all personnel which shall be made available to the county upon request.

Ambulances must be all wheel drive and be built on a chassis less than 10-years old or have been refurbished within the last 5-years.

Service delivery may be subcontracted to another company/agency but Yellowstone County is required to have a single point of contact and the contractor shall be held responsible for the actions of the subcontractor. Any subcontractors must meet the same requirements as outlined in this agreement.

Ambulances staffed under this contract are for emergency calls only and may not be used for intra-facility transfer or other non-emergency work while staffed under this contract.

The contractor may enter into mutual aid agreements using equipment staffed under this agreement with neighboring jurisdictions and/or political subdivisions subject to the approval of Yellowstone County or the Board overseeing the Special District.

Both parties (County and Contractor) shall comply in all material respects with all applicable federal and state laws and regulations.
The contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the execution of rights, privileges and authorities covered in contract. Such insurance must include, at minimum:

1) Automobile Liability Insurance for owned, non-owned and hired vehicles with limits of at minimum $1,000,000.00 Combined Single Line per accident for bodily injury and property damage; and

2) Commercial General Liability insurance coverage, written on an occurrence basis with limits no less than $1,000,000.00 per claim, $1,000,000.00 per occurrence, and $2,000,000.00 aggregate per occurrence. Yellowstone County shall be named as a primary additional insured. The Contractor’s insurance shall be primary in a loss, and any Yellowstone County insurance will be non-contributory.

3) Professional Liability Insurance in an insurable amount of not less than $1,000,000.00 per claim and $2,000,000.00 aggregate.

4) The Contractor shall demonstrate written proof of these mandatory minimum coverages and noncontributory endorsement evidencing the required insurance annually.

5) All subcontractors related to this agreement, if any, shall carry insurance consistent with this section and shall provide evidence of such insurance to Yellowstone Count upon request.
Proposal Submission

Proposals will be accepted at the Yellowstone County Courthouse – Room 403 until May 26th, 2017

All proposals must be labeled “RURAL AMBULANCE SERVICE - RFQ”, in the lower right hand corner with 6 copies (1 original and 5 copies) to Yellowstone County Commissioners, PO Box 3500 – Billings, MT 59107

Or- delivered to Room 403, located on the fourth floor of the Yellowstone County Courthouse, 217 N. 27th Street, Billings, Montana, 59101. Proposals must be received no later than 5:00 pm May 26th, 2017. Proposals received after the aforementioned date will not be considered.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to, if applicable. In addition, the successful Contractor, in performance of work under an Agreement the result of their response to this RFQ, must fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, the American with Disabilities Act of 1990. Any subletting or subcontracting by the successful vendor subjects those sub-contractors to the same provisions of this RFP and any subsequent Agreement herein. In accordance with Section 49-3-207, MCA, the successful Contractor agrees that the hiring of persons to perform the Agreement will be made on the basis of merit and qualifications, and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under Agreement.

Questions concerning the procedure for submitting proposals may be addressed to James Matteson, Yellowstone County Purchasing Agent, at (406) 256-2717.

The Board of County Commissioners reserves the right to reject any or all proposals received, to waive informalities, to evaluate the proposals submitted and to accept the proposal that bests serves the interests of Yellowstone County.
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DEFINITIONS
The terms “contractor” or “provider” shall all refer to the service provider that may be selected pursuant to this RFQ.
The term “OWNER” shall refer to Yellowstone County.
The term “contract” shall refer to the emergency ambulance services contract that will be executed from this RFQ with Yellowstone County. The successful Contractor will be expected to execute the contract when presented.
The term “County” refers to Yellowstone County.
The term “RFQ” refers to the request for qualification proposals submitted by contractors to Yellowstone County for potential partnership.
The term “RFP” refers to the request for proposal presented by Yellowstone County.
The term “MDC” refers to mobile data computer.

SECTION 1 GENERAL TERM AND CONDITIONS

1.1 ADDITIONAL INFORMATION. Information about the upcoming Yellowstone County Rural Ambulance RFP may be obtained on the internet at http://www.co.yellowstone.mt.gov/purchasing/

Contractors should carefully examine the entire RFP, and any addendum thereto, and all related reference materials and information referenced in this RFQ. Contractor will be presumed to be familiar with all specifications and requirements of this RFQ. The failure or omission to examine any form, instrument or document will in no way relieve contractors from any obligation with respect to this proposal.

1.2 COMMUNICATIONS. All communications should be communicated through the County with subject title “RURAL AMBULANCE SERVICES RFQ”. Any questions regarding submitting the RFQ should be submitted via electronic mail at jmatteson@co.yellowstone.mt.gov

1.3 CONFLICTS OF INTEREST. Contractors must disclose any potential conflicts of interest that the contractor may have due to other clients, contracts, or interests associated with the services under this RFQ.

1.4 PROCESSING TIME FOR PAYMENT. Contractors are advised that a minimum of thirty (30) days is required to process invoices for payment. Payment terms shall be as set forth in the contract.

1.5 ALTERNATIVE PROPOSALS. The County will accept for consideration alternate proposals to those being solicited in this RFQ.

1.6 ACCEPTANCE. Contractors shall hold their price firm and subject to acceptance by the District for a minimum period of one hundred and twenty (120) working days from the date of this RFQ opening.

1.8 AWARD. While the County is soliciting proposals for the services that are the subject of this RFQ, it will not be bound to award a contract.

1.8.1 Award will be made to the Contractor who in the sole discretion of the County offers the most advantageous proposal. The criteria are not listed in any order of preference.
1.8.2 The County retains the right to contact and evaluate the contractor’s references; contact any Contractor to clarify any response; contact any current users of an Contractor’s services; solicit information from any available source concerning any aspect of the proposal; and seek and review any other information deemed pertinent to the evaluation process.

1.8.3 The County will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

1.8.4 The County will be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the Contractor submitting the lowest total price and to negotiate with any or all Contractors. Contractors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the Contractor can submit to the County. Do not assume that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

1.8.5 Award will be by means of a written agreement with the successful contractor. A Notification of Intent to Award may be sent to any contractor selected.

1.9 PROOF OF FINANCIAL AND BUSINESS CAPABILITY. Contractors must supply the most recent audited and certified financial statement of the corporation, as satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County will make the final determination as to the Contractor’s ability.

1.10 CONTRACTOR DEFAULT. The County, reserves the right, in case of Contractor default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

1.11 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS. It is the responsibility of the prospective Contractor to review the entire RFQ packet and to notify the County if the specifications are formulated in the manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received by the Consultant not fewer than ten (10) business days prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.

1.12 PROPOSAL ORIGINAL AND COPIES. The County requires that the contractor submit Six (1 Original & 5 copies) hard copies of the proposal and one (1) copy in PDF format on USB flash drive. The package containing the proposal must be sealed and marked with the Contractor’s name and marked on the lower left hand corner - “Rural Ambulance Service – RFQ”

1.12.1 COVER LETTER AND SIGNING OF PROPOSALS. A cover letter, which will be considered an integral part of the proposal, must be signed by individual(s) who is (are) authorized to contractually bind the Contractor. Each signature must indicate the classification or position that the individual holds in the firm. The cover letter must designate a person or
persons who may be contacted during the period of evaluation with questions or contract issues. For each listed individual, include the name, title, address, telephone number, fax number and email address.

1.12.2 WAIVING OF INFORMALITIES. The County reserves the right to waive minor informalities or technicalities when it is in the best interests of the County. If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price. The County may waive any immaterial deviation or defect in a proposal. The County’s waiver of an immaterial deviation or defect will in no way modify the RFQ documents or excuse the contractor from full compliance with the RFQ requirements, if awarded a contract.

1.13 SUBCONTRACTING. The County will award this proposal to one contractor or joint venture submitting a single proposal. The successful contractor may not subcontract the award or any part thereof without the prior written consent of the County. The Contractor assumes full responsibility and liability for any and all actions or omissions committed by the subcontractor. Subcontractors shall be required to meet the same conditions and expectations of the Contractor. Contractor shall assume all costs including penalties on behalf of the subcontractor.

1.14 DECLARATIVE STATEMENTS. Any statement or words (i.e., must, shall, will etc.) are declarative statements and the contractor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

1.15 PROPOSAL FORMAT. The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County’s judgment as to the appropriateness of an award to the best-evaluated contractor. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider’s proposal, may also be noted and make pare of the evaluation file. The County shall have sole responsibility for determining a reliable source. The County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and additional information to make an award that is in the best interest of the County.

1.16 OMISSION OF INFORMATION. Contractors are hereby cautioned that failure to include any information requested may be just cause for rejection of proposal.

1.17 PRICING. The County intends to pay a fixed cost for services provided by the Contractor. Contractor shall provide a proposed cost for each component of the proposal in accordance with this RFQ attached hereto and incorporated by reference.
2.1 CONTRACT TERMS. The contents of the proposal of the successful contractor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The RFQ and proposals shall be attached as part of the contract (“Contract”) between the County and the selected contractor. The County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust.

2.2 INCORPORATION. All specifications, drawings, technical information, the RFQ, the proposal, award and similar items referred to or attached or which are the basis for the contract are deemed incorporated by reference as if set out fully in this RFQ.

2.3 ALTERATIONS OR AMENDMENTS. No alterations, amendments, changes, modification or additions to the contract shall be binding on the County without the prior written approval of the County.

2.4 ASSIGNMENT. Contractor shall not assign or sub-contract the contract, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of the County.

2.5 WARRANTY. Contractor warrants to the County that all services rendered shall conform to the specifications, proposal or other descriptions furnished or incorporated by reference.

2.6 REMEDIES. The County shall have rights and remedies afforded under Montana law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney’s fees.

2.7 ORDER OF PRECEDENCE. In the event of inconsistent or conflicting provision of the contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) RFQ, (3) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.

2.8 SEVERABILITY. If any provision of the contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.9 GOVERNING LAW. The laws of the State of Montana shall govern the contract, and all obligations of the parties are to be performed in Yellowstone County, Montana.

2.10 DEFAULT. If Contractor fails to perform or comply with any provision of the Contract or the terms or conditions of any documents referenced and made a part hereof, the County may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The County expressly retains all its rights and remedies provided by law in case of such breach, and no action by the County shall constitute a waiver of any such rights or remedies. In the event of termination for default, the County reserves the right to purchase its requirements elsewhere, with or without competitive proposals.

2.11 COMPLIANCE WITH ALL LAWS. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and all regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all
necessary permits.

2.12 INDEMNIFICATION AND HOLD HARMLESS. Contractor shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the contract by Contractor, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, suppliers, agents or employees.

2.13 RIGHT TO INSPECT. The County or their designees, reserve the right to make periodic inspections regarding the manner and means in which the services are performed.

2.14 NONDISCRIMINATION AND NON-CONFLICT STATEMENT. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

2.14.1 Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly and interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, or consultant to Contractor in connection with any good provided or work contemplated or performed relative to the Contract.

2.15 BOOKS AND RECORDS. Contractor shall maintain all books, documents, accounting records (these shall include all Vehicle Maintenance Records, Employee training records and employee license records) and other evidence pertaining to the services provided under the contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract period for inspection by the County or by any other governmental entity or agency participating in the funding of the contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor’s cost of acquiring or delivering the services governed by the contract.
SECTION 3 SPECIAL TERMS AND CONDITIONS

3.1 INTENT

3.1.1 The intent of this RFQ is to receive proposals to provide 911 Emergency and Non-Emergency care and transport with Advanced Life Support (ALS) Ambulance Service for and on behalf of Yellowstone County. The County is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price. Proposals not meeting this intent will be considered unresponsive.

3.1.2 The successful Contractor shall be responsible for providing ambulance services including the staffing of those ambulances for response to 911 calls for emergency, nonemergency and ALS inter-facility transfer requests throughout the County coverage areas. Areas excluded are: City of Billings, Billings Urban Fire Service Area, Lockwood Fire District #8, and areas within the Crow Reservation. Areas will be identified through the upcoming Rural Ambulance Service RFP.

3.1.3 The successful Contractor will be required to meet ALL the requirements of the County Ambulance RFP as well as assume all liability for failing to meet the requirements of the County’s RFP if awarded. Contractor should be familiar with the “Yellowstone County Rural Ambulance Service RFP”.

3.1.4 In this procurement, the County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Contractor should always be one of cooperation and integration and not conflict. The services shall include, but not limited to, the staffing, management and operation of all ambulances, for both 9-1-1 and ALS IFT Units.

3.2 MINIMUM REQUIREMENTS. Successful proposals will include, at minimum, the following:

3.2.1 GENERAL DUTIES

3.2.1.1 Contractor must maintain compliance with all State and County laws and regulations
3.2.1.2 Contractor must maintain compliance with all agreements with employees and staff
3.2.1.3 Contractor must maintain compliance with all county EMS policies, protocol and procedures
3.2.1.4 Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency, non-emergency and ALS IFT calls referred to the Contractor.
3.2.1.5 The Contractor must allow ambulances and crews to be dispatched and monitored by the County dispatch center.
3.2.1.6 The Contractor will be responsible for supplying vehicles, equipment, supplies and radios that meet or exceed standards for inter-operable communications with the County and the Yellowstone County Emergency Services system. The Contractor maybe required installing AVL (Automatic Vehicle Locator) hardware to be used by Dispatch to track and locate the closest appropriate
ambulance for emergency calls. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs. Contractor shall have response ready 120% of the peak hour ambulances required per the RFQ and the RFP.

3.2.1.7 The Contractor must apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. The Contractor must provide copies of all licenses to the County.

3.2.1.8 The Contractor must make emergency and non-emergency services (as defined in this RFQ) available to all persons within the service area defined in the Contract. Fees for services shall not escalate during the initial term of the Agreement.

3.2.1.9 The Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the County DES Director, County Sheriff, Fire Chief’s or Chiefs of Police of any municipality, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents. This shall be within the guidelines approved by the County.

3.2.1.10 Subject to the Contractor’s reasonable policies and procedures regarding same, the Contractor shall permit observers from the public safety departments of the County. This shall include but is not limited to EMT and paramedic trainees, doctors, nurses or any approved persons having reason to observe EMS activities. The Contractor’s and County policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

3.2.1.11 The Contractor must comply with all the County Emergency Operations Plans, or successor plans adopted and approved by the Yellowstone County Emergency Services Department whenever the provisions of such plan or plans are in effect. The Contractor will participate as a partner with the County in local emergency services committees and meetings as directed.

3.2.1.12 The Contractor further agrees to participate in drills, training activities, public education, etc. as directed by the DES Director and within the Contractors resources and guidelines for such activities. The Contractor further agrees that all activities for which the Contractor has initiated participation such as stand-by services, public education events, job fairs, etc. the Contractor shall notify the County of the details and location of the activities. Participation in such activities shall not impact or reduce the number of units available in the system without prior approval.

3.2.1.13 The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed, transports or based upon mileage for the provision of ambulance transportation.
3.2.2 TRANSPORT
3.2.2.1 The Contractor must provide emergency services from the scene to the appropriate health care facility for all persons in the service area in compliance with the County EMS protocols. Call volume is estimated at 1,500-2,000 calls for service per year. The contractor is responsible for all billing and collection of charges associated with these calls. The contractor is entitled to any income associated with these calls.

3.2.3 COMMUNICATIONS EQUIPMENT
3.2.3.1 The Contractor shall supply and maintain fully operational vehicle and portable radios as required to perform hereunder. All radios shall operate on frequencies required in the Yellowstone County Communications Plan.

3.2.4 NOTIFICATION
3.2.4.1 The DES Director shall be notified immediately whenever a motor vehicle accident involving a Contractor operated ambulance has occurred.
3.2.4.2 The DES Director must be notified in writing within forty-eight (48) hours whenever the following occurs:
- The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers.
- The separation/termination or the employee status change of any of the Contractor’s employees involved in the delivery of services related to the contract: and change in the Contractor’s management or supervisory structure.
3.2.4.3 The Contractor shall notify Billings City/County Dispatch the names of personnel and their unit assignment at the start of each shift. This will include shift supervisors. This provision may be met through login of the unit through the MDC

3.2.5 AVAILABLE AMBULANCES
3.2.5.1 The Contractor shall provide the minimum number of peak hour units and off-peak hour units as determined by the contract and as submitted in response to the Yellowstone County RFP. Staffing shall be determined based upon the days of the week, seasonal demands and to maximize unit resources. Staffing shall be maintained at a minimum of one (1) paramedic and one (1) EMT. When an ambulance is taken out of service due to mechanical failure or damage a replacement unit must be available with 60 minutes. When an ambulance is to be taken out of service for preventative or routine maintenance, a replacement unit must be in place without interruption of services.

3.2.6 RESPONSE TIME
3.2.6.1 As used herein, the term emergency request shall include any response by the Contractor under the contract on an emergency service request received by the contractor from 911 Dispatch or a call received directly from the public within the service area.
3.2.6.3 Exceptions to Response Time standards
- Requests during a disaster, locally or in a neighboring jurisdiction that a Contractor’s ambulance is dispatched too.
- An inclement weather condition exists.
- The response for an emergency request may also be excluded when determined there is other good cause for an exception.

3.2.7 AMBULANCE SPECIFICATIONS
3.2.7.1 All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. Ambulance specs shall be in compliance with the County RFP.
3.2.7.2 Each ambulance used in the emergency transportation of patients must be equipped with all items required by the County.
3.2.7.3 Each ambulance must permanently display the name of or other suitable identification or logo on the outside of the vehicle in compliance with state and local policies
3.2.7.4 Any ambulance used by the Contractor for transporting patients shall conform to all standards as promulgated and defined by the rules and regulations promulgated and set forth in any state and local ordinance.

3.2.8 PERSONNEL
3.2.8.1 The Contractor should attempt to employ EMT-1’s, Paramedics and staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMT’s with experience, knowledge and history of Yellowstone County EMS should be considered first.
3.2.8.2 The parties understand that the EMS System requires professional and courteous conduct at all times from Contractor’s field personnel, middle management, and top executives. The Contractor shall employ highly trained paramedics, EMT’s, and support staff to provide patient care and to operate Contractor’s vehicles and equipment.
3.2.8.3 Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person. Any of Contractor’s employees who operate under the contract shall conform to the Contractor/District dress code.
3.2.8.4 The parties understand that training and educational requirements change from time to time for EMT’s and Paramedics as new protocols and medical treatments are approved by the County. The cost of such training or education shall be the sole responsibility of the Contractor/employees.
3.2.8.5 The Contractor shall utilize reasonable work schedules and shift assignments that allow personnel to work at their optimum level of efficiency and provide for reasonable rest periods. The Contractor shall provide working conditions that assist in attracting and retaining highly qualified personnel.
3.2.8.6 The Contractor shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.

3.2.8.7 The Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and staff. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. Proposal shall include a complete compensation and benefit package breakdown.

3.2.8.8 The Contractor must have in place a program for random drug screening of all personnel providing response under the contract. Further, the Contractor will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

3.2.8.9 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints must be addressed within 48 hours and reported to the DES Director to include actions taken or course of action or investigation.

3.2.8.10 The Contractor must provide a mechanism or method for monitoring driver performance for all ambulances providing service under the contract. The County may request to be provided with reports on driver performance.

NIMS (National Incident Management System) compliant.

3.2.9 QUALITY IMPROVEMENT & MITIGATION PROGRAMS

3.2.10 FIRST RESPONDERS

3.2.10.1 The Contractor in conjunction with the County shall cooperate and coordinate its activities and services with the first responder services, the primary goal being to enhance patient care through mutual cooperation.

3.2.10.2 The first agency on the scene shall have primary responsibility for patient care until such time as care is turned over to the Contractor. The highest ranking fire department or law officer on the scene shall have scene control as Incident Commander.

3.2.11 MINIMUM INSURANCE REQUIREMENTS

3.2.11.1 On or before December 1st (exact date to be determined) the Contractor shall purchase and provide, in a company or companies licensed to do business in the State of Montana, such insurance as will protect the County from claims which may arise or result from the Contractor’s operations under the contract, whether such operations are performed by Contractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor may be liable.
3.2.11.2 The insurance required shall be written for not less than any limits or liability specified required by law or as specified within the RFP whichever is greater. All policies shall provide for 30-day notice to the District of cancellation or alteration in coverage.

3.2.12 INDEMNIFICATION
3.2.12.1 The Contractor agrees to defend, indemnify and save harmless the District, their officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of the Contractor and arising out of the performance by the Contractor, its employees, or agent in providing ambulance services under the contract for the District.

3.2.12.2 Contractor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the District or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

3.2.12.3 The County has no obligation to provide legal counsel or defense to Contractor in the event that a suit, claim or action of any character is brought by any person not a party to the contract against Contractor as a result of or relating to performance or obligations of the services under the contract.

3.2.12.4 Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against Contractor as a result of or relating to obligations under the contract.

3.2.12.5 Contractor shall immediately notify the County of any claim or suit made or filed against Contractor regarding any matter resulting from or relating to Contractor’s obligations under the contract, and will cooperate, assist and consult with the County in the defense or investigation thereof.

3.3 OVERVIEW OF THE COUNTY AND EMS STATISTICS
3.3.1 The contract service area is defined as Yellowstone County.
3.3.2 The new contract will be an exclusive 911 emergency service contract including a provision for exclusive ALS IFT within the service area.

3.4 PERFORMANCE BASED CONTRACT
3.4.1.1 Ambulance response times must meet the response requirements set forth in the RFP.
3.4.1.2 The County’s Dispatch Center will be responsible for dispatch of ambulances under the contract.
3.4.1.3 Every ambulance unit must at all times be equipped and staffed to operate at the paramedic level, on all emergency and non-emergency calls received under the contract.
3.4.1.4 Clinical performance must be consistent with approved medical standards, protocols and guidelines set forth by the State of Montana and Yellowstone County.
3.4.1.5 The conduct of personnel must be professional and courteous at all times.
3.4.1.6 There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

3.4.1.7 Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as needed.

3.4.1.8 This is not a level-of-effort contract. A contractor who fails to perform must and shall be promptly replaced. In accepting a Contractor’s offer, the County accepts the Contractor’s promise to employ whatever level-of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

3.5 USE OWN EXPERTISE AND JUDGEMENT

3.5.1 Contractor is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By “methods”, the County means compensation programs, shift schedules, personnel policies, supervisory structures, and other internal matters which, taken together, comprise each Contractor’s own strategies and tactics for achieving the best program at the lowest cost.

3.5.2 The County hopes to promote innovation, efficiency, and superior levels of high performance through a cooperative and integrated service delivery model. This includes strategies for cost savings, merging of services, reducing redundancy of positions and maximizing resources. The contractor is encouraged to bring innovative ideas as part of the response to the RFQ.

3.6 COSTS INCURRED IN RESPONDING

3.6.1 The County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the contractor.

3.6.2 It is understood that all proposals, inquiries, and correspondence relating to this RFQ and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County when received by the County and may be considered public information under applicable law.

3.7 ADDITIONAL INFORMATION

3.7.1 The award will be made to the most responsible, responsive and reliable contractor, not necessarily the lowest overall cost but the best service to the County and other entities of the covered response areas.

3.7.2 Except as otherwise provided in mutual aid agreements the County will contract with a single entity for emergency ambulance service.

3.7.3 The County may schedule site visits to the contractor’s facilities or a current operational site in order to assess the capability and ability of the contractor to fulfill the requirements of this RFQ. If a contract is awarded the County may schedule site visits throughout the term of the contract.
3.7.4 If during the evaluation process, the County is unable to determine a contractor’s ability to perform, the County has the option of requesting evidence of the contractor’s ability. The contractor will be notified and permitted five working days to comply with any such request.

3.7.5 The County reserves the right to cancel this solicitation at any time, prior to or after the submittal deadline.

3.7.6 Contractors will be invited to make oral presentations to the County and staff in support of their RFQ response. The Contractors will have an opportunity address questions from the evaluation committee and provide clarification as needed. The purpose of the presentation is to allow the contractor to present their best effort and the County to select the best proposal.

3.8 TERM
The contract shall commence January 1st, 2019 through December 31st, 2021.

3.9 PERFORMANCE REVIEW
3.9.1 The Contractor shall provide monthly performance data utilizing criteria the County determines to be relevant. In addition, the Contractor will provide to the County data of mere compliance with the terms of the contract.

3.9.2 The Contractor’s performance should exceed the minimum requirements of the contract whenever possible.

3.10 RENEWAL OPTION
3.10.1 The contract may be renewed as outlined and approved by the County contract and upon written agreement between the Contractor and the County. This option shall be exercised only if the Contractor is successful in completing the Performance Reviews outlined above and in the contract.

3.10.2 Prices may be negotiated and adjusted as provided within the contract.

3.11 COMPENSATION
Call volume is estimated at 1,500-2,000 calls for service per year. The contractor is responsible for all billing and collection of charges associated with these calls. The contractor is entitled to any income associated with these calls.

3.11.2 No additional charges will be allowed unless so specified in the RFQ.

3.12 INTERPRETATIONS AND CLARIFICATIONS
No oral interpretations will be made to any Contractors as to the meaning of specifications or any other contract documents. All addenda shall become part of the contract documents.
3.13 PERFORMANCE BOND
The successful Contractor must supply a Performance Bond, or irrevocable letter of credit, in the amount of $1,000,000 for each year that the contract is in effect. The District reserves the right to reduce bonding requirements. Contractor shall provide and pay for all costs associated with this bond. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the District in its sole discretion.

3.14 CONFIDENTIAL AND PROPRIETARY DATA
All materials received relative to this RFQ will be kept confidential, until such time an award is made or the RFQ is canceled, at which time all materials received may be made available to the public. Contractors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.
SECTION 4 PROPOSAL FORMAT
To facilitate the review process, the following guidelines shall be adhered to:

4.1 AN INTRODUCTION TO THE PROPOSAL
Contractors should provide a brief understanding of the County’s needs and the requirements of the upcoming Yellowstone County Rural Ambulance Service RFP and the contractor’s capability to perform the services described in this RFQ and the upcoming RFP.

4.2 A SIGNED STATEMENT AUTHORIZING SUBMISSION OF THE PROPOSAL

4.3 CONTRACTOR INFORMATION
Name, address, contact person, telephone number, fax number, and Contractor’s US Tax ID Number.

4.4 CONTRACTOR AND COMPANY HISTORY
Years in business, nature of business, locations of business, location of headquarters, number of employees, nature of business plan (in relation to continued growth)detailed history of experience providing the type and scope of services related to this RFQ. The contractor should include information and history relating to public private partnerships, public education, training (including new employee training and in-service training), employee education and development, experience with creating innovative programs, community involvement, public relations and media experience. The contractor shall include areas of special interest and abilities such as tactical medicine, bike medic programs, prevention programs, special operations and stand-by services, special vehicles or units, experience with planning and coordination of large scale events or venues.

4.5 FINANCIAL INFORMATION
Provide an audited financial statement for the preceding three (3) years. Financials shall also include the proposed pay and benefits packages for employees directly providing the services to the contract. Contractor shall also include any contracts or agreements currently in effect with employees or labor groups that will have an impact during the period of the contract or possible renewal of the contract with the County.

4.6 COST PROPOSAL
The cost proposal shall include the total cost of proving all services included in the RFQ response by the Contractor. The Contractor shall provide a breakdown of the various components to the proposal. This shall include a breakdown of the cost of a 24 hour ambulance, 12 hour ambulance or any variation thereof, supervisors, dispatchers, equipment and maintenance, etc. If the proposal includes first responder fees to be paid out to the
areas first responder agencies include the amount proposed for each response type.

SECTION 5 PROPOSAL EVALUATION AND REVIEW PROCESS

5.1 The County shall review all the submitted proposals for completeness and compliance with the submission requirements. Contractor proposals failing to complete the proposal package correctly will be considered non responsive. The County shall invite each accepted contractor to present their proposal before a committee for evaluation. The Contractor shall be limited to no more than three (3) representatives for the presentation. Presentations shall be limited to two (2) hours.
Additional time maybe granted by the County for committee questions. The Contractor shall have available to them for presentation a laptop computer, power point projector, dry erase board/markers and flip chart.

5.2 Each member of the evaluation committee will score the presentation/proposal to standard criteria. The County will review the scores and insure there are no outliers within the scoring process. Scoring that is found to be outside of the normal range will require a group consensus to include or exclude the outlying score. The County will tabulate the overall rating for each proposal and provide the ratings to the District. Selection if any will be at the sole discretion of the County and not the committee.

5.3 Yellowstone County reserves the right to accept or reject any and/or all proposals.

SECTION 6 TIMELINE

April 11th, 2017 - Release of RFP
May 26th, 2017 Proposals due by 5:00 pm.
May 30th, 2017 Proposals acknowledged by Board of County Commissioners
June 13th, 2017 Initial Resolution
August 8th, 2017 Final Resolution
May 2018 Special Election
August 2018 Notification to DOR of assessment
November 2018 Assessment Delivery
January, 2019 Contract service delivery begins
SECTION 7 RFQ Response

Mandatory Table of Contents:
FACE SHEET (Exhibit A)
SECTION I. EXECUTIVE SUMMARY
SECTION II. SUBMISSION OF REQUIRED FORMS
A. Insurance Certificates
B. Debarment and Suspension Certification (Exhibit B)
C. References (Exhibit C)
D. Investigative Authorization-Entity (Exhibit D)
SECTION III. QUALIFICATION REQUIREMENTS
A. Organizational Disclosures
   1. Organizational ownership and legal structure
   2. Continuity of business
   3. Licenses and permits
   5. Litigation
B. EXPERIENCE AS SOLE PROVIDER
   1. Comparable experience
   2. Government contracts
   3. Contract Compliance
C. Demonstrated Response Time Performance
D. Demonstrated High Level Clinical Care.
Contractor shall provide detailed experience and history for each subcategory
   1. Quality Improvement
   2. Clinical Oversight Personnel
   3. Medical Direction
   4. Continuing Education Program
E. Operations
Contractor shall provide experience with and management of each subcategory
   1. Dispatch and Communications
   2. Vehicles
   3. Equipment
   4. Vehicle and Equipment Maintenance
   5. Deployment Planning
F. Personnel
Contractor shall provide experience with and management of each subcategory
   1. Field Supervision
   2. Work Schedules
   3. Risk Management
   4. Incumbent workforce
G. EMS System and Community

Contractor shall provide experience with developing programs for each subcategory:

1. Supporting Improvement in the First Response System
2. Health Status Improvement and Community Education
3. Collaboration with Healthcare Providers

H. System Pricing for Services
1. Salary benefits for each class of employee listed in the proposed services provided
2. Yearly cost for each 24 hour ambulance (based on 8,760 hours per year)*
3. Yearly cost for each 12 hour ambulance (based on 4,380 hours per year)
4. Yearly cost for each 8 hour ambulance

*indicate if unit is staffed with single crew/shift of split crew/shift
This is a proposal to contract with Yellowstone County to provide emergency medical and ALS inter-facility ambulance services.

Name of Proposer:
Dba:

Type of Organization: Corporation LLC Partnership Other
Date Founded or Incorporated: /__/

Legal Address:
Phone: ( ) - ext.: Fax: ( ) - (Required For Notification)

Federal Tax Identification Number:
Contact person:
Title:
Phone: ( ) - _ E-Mail:

Rural Ambulance Service RFQ

Authorized Signature:
Date Submitted: / /
Print Name:

Title:
EXHIBIT B
DEBARMENT AND SUSPENSION
CERTIFICATION
The Proposer, under penalty of perjury, certifies that, except as noted below, Proposer, its principal, and any named subcontractor:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
If there are any exceptions to this certification, insert the exceptions in the following space. Exceptions will not necessary result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.
Notes: The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Proposer Name:
Proposer Signature:
Title:
Date: / / 
Rural Ambulance Service RFQ
EXHIBIT C
REFERENCES
Company Name:
Address:
City, State, Zip Code:
Contact Person:
Telephone Number:
Service Provided:
Dates/Type of Service:
Additional pages may be attached as needed
INVESTIGATIVE AUTHORIZATION- ENTITY
The undersigned entity, a prospective Contractor to provide Rural Ambulance Services for Yellowstone County recognizes that public health and safety requires assurance of safe, reliable and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity’s operations determined relevant by the Yellowstone County, or its agents. The entity specifically agrees that the Yellowstone County EMS Agency or its agents may conduct an investigation for the purpose into, but not limited to the following matters;
1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership or key personnel which might reasonably be expected to influence Yellowstone County’s selection decision.
2. The entity’s current business practices, including employee compensation and benefits arrangements, pricing practices, billings and collections practices, equipment replacement and maintenance 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 entity toward the entity’s services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity’s past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.
MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is made and entered into as of , Yellowstone County and __________________________, with offices at _______________________.

The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

"Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances, which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

Non-use and Non-disclosure. Each party shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to
Maintenance of Confidentiality. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

Term. The obligations of each receiving party hereunder shall survive for a period of three years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Miscellaneous. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this Section 11 will be null and void. This Agreement shall be governed by the laws of the State of Montana, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision.
This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the addresses stated on the first page, or to such other address as the either party may specify to the other in writing form time to time.

Yellowstone County Respondent:
217 North 27th Street
Billings, MT 59101

By: By:
Name: Name:
Title: Title:
Date: Date:
EXHIBIT C
INVESTIGATIVE AUTHORIZATION – ENTITY

This authorization shall expire six (6) months from the date of the signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Entity Name: 
Authorized Representative (Signature): ____________________________
Authorized Representative (Printed): ____________________________
Title: 
Date: / / 

ACKNOWLEDGEMENT
STATE OF
COUNTY OF

On this day of , 20__, before me appeared to me personally known, who being by me duly sworn, did say that he/she is the of and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity. In WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year last above written.

Notary Public
Notary Public Seal Commission Expiration Date: / /