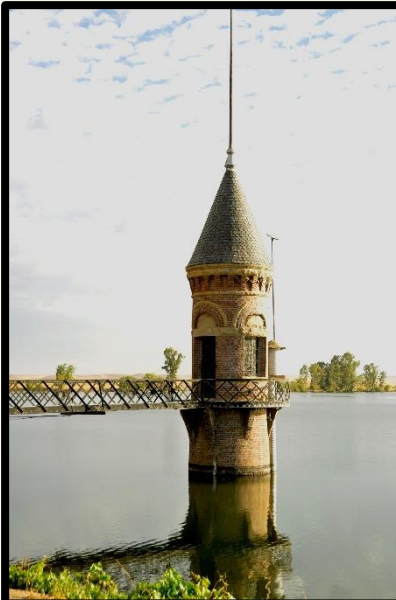


# **REQUEST FOR PROPOSALS MERCED COUNTY**

## **EXCLUSIVE OPERATING AREA PROVIDER FOR EMERGENCY AMBULANCE SERVICE**

**September 2019**





**Mark A. Cowart**  
Chief Information Officer

**DEPARTMENT OF  
ADMINISTRATIVE SERVICES  
PURCHASING**

2222 M Street  
Merced, CA 95340  
(209) 385-7331  
(209) 725-3535 Fax  
[www.co.merced.ca.us](http://www.co.merced.ca.us)

Issue Date: September 16, 2019

Equal Opportunity  
Employer

**COUNTY OF MERCED  
REQUEST FOR PROPOSAL  
NUMBER 7310  
FOR**

**EXCLUSIVE OPERATOR  
FOR EMERGENCY AMBULANCE SERVICE  
AND SECONDARY MEDICAL PUBLIC SERVICE ANSWERING POINT (PSAP)  
FOR MERCED COUNTY**

Notice is hereby given that proposals will be received at the Merced County Department of Administrative Services-Purchasing Division for performing all work necessary in accordance with the "REQUIREMENTS" and other related documents provided herein. Please carefully read and follow the instructions.

**Responses shall be presented under sealed cover with the Proposal Number and the Proposal Submittal Close Date clearly marked on the outside and forwarded to:**

County of Merced  
Department of Administrative Services-Purchasing  
2222 M Street, Room 1, Merced, California 95340  
Attn: Kim Nausin, Purchasing Manager  
Email: [knausin@co.merced.ca.us](mailto:knausin@co.merced.ca.us)

Any Bidder who wishes their response to be considered is responsible for making certain that their response is received in the Merced County Department of Administrative Services-Purchasing Office by the closing date.

**RESPONSES RECEIVED AFTER THE DEADLINE WILL BE REJECTED AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

**CLOSING DEADLINE DATE: 4:00 P.M., December 6, 2019**

**RESPONSES WILL BE CONSIDERED LATE WHEN THE OFFICIAL  
DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING DIVISION  
TIME CLOCK READS 4:01 P.M.**

**STRIVING FOR EXCELLENCE**

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**Section 1: Submittal Checklist**

**All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.**

- a. \_\_\_\_\_ Signature Page (Form 1)
- b. \_\_\_\_\_ Acknowledgement of Amendment(s) (If any)
- c. \_\_\_\_\_ Forms 2, 3, and 4
- d. \_\_\_\_\_ Bond(s) (If any)
- e. \_\_\_\_\_ Cover Letter
- f. \_\_\_\_\_ Table of Contents
- g. \_\_\_\_\_ Executive Summary
- i. \_\_\_\_\_ Approach
- j. \_\_\_\_\_ Bidder's Qualifications

Submit Separately (e.g., sealed envelope, DVD/flash drive)

- A. \_\_\_\_\_ Cost Proposal
- B. \_\_\_\_\_ Financial Statement and Sufficient Financial Information as listed in the RFP  
**(Non-submittal is considered non-responsive and cause for rejection of proposal)**
- C. \_\_\_\_\_ Self-Insurance Retention (SIR), if applicable

## **Section 2: RFP-Specific Definitions**

**(For EMS Definitions, see Attachment 3)**

**Agreement** - Comprises the Request for Proposal (RFP), any amendment thereto, the bid proposal, and the purchase order if appropriate. The Agreement constitutes the entire agreement between the County and the awarded Bidder.

**American Institute of Certified Public Accounts (AICPA)** – Association representing the accounting profession that sets ethical standards and auditing standards.

**Bidder** – A person, partnership, firm, corporation, organization, or joint venture submitting a bid proposal for the purpose of obtaining a County Agreement.

**Bonds –**

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Bidder's response to compensate the County for damages it might suffer if successful bidder refuses to execute the Agreement that may be derived from their response. Generally, it is 10% of the amount of Bidder's bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the "Scope of Work". The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

Payment Bond – This bond is to protect subcontractors and suppliers. It ensures that the surety backing the bond will pay the subcontractors and suppliers if the general Contractor does not.

**Closing Date/Time** – The day and time by which the RFP must be received in the office of the Department of Administrative Services-Purchasing for acceptance.

**Consumer Price Index (CPI)** – Monthly data on changes in the prices paid by urban consumers.

**Contractor** – The Bidder awarded the Contract derived from this RFP. The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

**Contract Administrator** – The Contract Administrator will be the single authority to act for the County under the Contract.

**County** – The County of Merced, a political subdivision of the State of California.

**Evaluation Committee** – A committee established to review and evaluate bid proposals to recommend the Contract award.

**Formal Date of Award** – Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

**Joint Ventures** – Two or more corporations or entities that form a temporary union for the purpose of the RFP.

**Notice of Intent to Award** – Letter sent by the County to all participating Bidders advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Agreement to the apparent successful Bidder as recommended by the Evaluation Committee.

**Portable Document Format (PDF)** – Commonly referred to as Adobe Acrobat format.

**Prime Contractor** – The Bidder who is awarded the Agreement and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

**Proposal Deadline** – The closing date associated with this proposal.

**Proprietary** – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

**Request for Proposal (RFP)** – This solicitation for emergency ground ambulance services within Merced County.

**Scope of Work** – The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

**Self-Insurance Retention (SIR)** – Self-insured policy.

**Subcontractors** – Any person, entity, or organization to which Contractor or County has delegated any of its obligations hereunder.

**Vendor** - A person, partnership, firm, corporation, or joint venture submitting a bid or response for the purpose of obtaining a County Agreement.



## **Section 3: Intent of the Request for Proposal**

### **3.1 Introduction**

The County of Merced Department of Administrative Services - Purchasing, on behalf of the Department of Public Health and its Emergency Medical Services (EMS) Agency, invites sealed proposals from qualified organizations to bid on emergency ambulance service for an exclusive operating area (EOA). Merced County ("County") is authorized to plan and implement such an EOA as provided for under California Health and Safety Code, Section 1797.224. The EOA represents all incorporated and unincorporated areas of the county as detailed in this RFP, excluding the area serviced by the West Side Health Care District as shown in Attachment 2. Proposals will be accepted for one provider servicing the entire EOA.

Merced County has 274,765 residents (per 2018 U.S. Census Bureau population estimate) covering 1,979 square miles, of which 1,935 square miles is land and 44 square miles (2.2%) is water and is located in the northern San Joaquin Valley section of the Central Valley, north of Fresno County and southeast of Santa Clara County. Known as the "Gateway to Yosemite," the county seat is less than two hours by automobile from Yosemite National Park to the east and Monterey Bay, the Pacific Ocean, and multiple beaches to the west. The county derives its name from the Merced River featuring a semi-arid climate, with very hot, dry summers and mild, wet winters and sunshine 252 days a year. There are six incorporated cities within Merced County. The largest is the City of Merced, followed by Los Banos, Atwater, Livingston, Gustine, and Dos Palos.

County and city municipalities are a major source of employment along with agricultural related industries, retailing, manufacturing, food processing and tourism. Merced County grows 90% of California's sweet potato crop. The excellent school system includes a modern community college, Merced College and the University of California, Merced, which is the first research university built in the U.S. in the 21<sup>st</sup> century. The former Castle Air Force Base and the U.S. Penitentiary, Atwater are located in an unincorporated area near Atwater.

This procurement calls for proposals to provide for all emergency ambulance service within the EOA subject to the performance standards and other specifications herein. Bidders must meet all credentialing and scope of service requirements as listed in Section 4 of the RFP. Each proposal will undergo significant scrutiny in these areas prior to processing the application for full consideration. For a further listing of definitions for the RFP, please see Section 2.

The initial Contract period will be for five (5) years. The local EMS agency (LEMSA) may extend the Contract for one (1) additional five (5) year period based on superior performance as evaluated and approved by the LEMSA. Any extension will be at the mutual agreement of both LEMSA and the current EOA provider. Contract compliance will be monitored by the LEMSA utilizing the FirstWatch reporting system.

This is a performance-based Contract. Details regarding the Contract, performance standards, and other details of the scope of work requested are described in this RFP. Bidders should note that Merced County is very diverse in its population and geography. A comprehensive proposal from a Bidder will require orientation and familiarity to the unique service requirements of the County.



## **3.2 Background**

### **Existing EMS Services**

Currently, there is one ground emergency and non-emergency ambulance and Secondary Public Safety Answering Point (PSAP) provider serving the 9-1-1 needs of the residents and visitors of Merced County with one exception. The West Side Healthcare District (hereinafter referred to as "WSHD") provides ambulance services to a small portion of northwestern Merced County under a subcontract with the current EOA provider. WSHD offers all Advanced Life Support (ALS) level of care, including 9-1-1 and interfacility. In addition, the current EOA provider offers Basic Life Support (BLS) 9-1-1, interfacility transfers and Critical Care Transport (CCT). Response time standards are in place for Emergency, Non-emergency, CCT and Interfacility transfers. WSHD dispatch is provided by the EOA provider's dispatch center. There is one air ambulance provider with a county contract; Air Methods.

### **General Requirements and Governing Law**

California Health and Safety Code 1797.224 permits LEMSAs to establish EOAs. In addition, and from time to time, the County may establish certain rules and regulations that govern the operation of emergency ambulance services within the contractual jurisdiction. The State law, contractual standards as stipulated in the RFP and future addenda, County resolutions, ordinances and rules and regulations, and published operational and medical policies of the LEMSA, California EMS Authority, and this RFP set forth the requirements for service for the County EOA, and all bidders shall comply with them. Collectively, they are referred to as the "governing law" in this RFP.

During the term of the Agreement, the Agreement may be modified by consent of the EMS Agency, the Board of Supervisors and the Contractor. Acceptable modifications include changes to improve the efficiency of the EMS System to reduce costs or to improve clinical care. This includes but may not be limited to: (1) modifying response time standards, response patterns, Response Areas and Response Zones within the EOA which are based upon clinical evidence or science; (2) implementing case management, alternate destination, non-ambulance transport and treat and refer programs.

### **Exclusive Operating Area**

The response area to be served by this RFP is the "Merced County EOA - Ground" which is one, single EOA servicing the entire County, specifically excluding the Westside Health Care District. The District covers 475 square miles approximately equally divided between the southwest part of Stanislaus County and the western part of Merced County. Should the ambulance resources of the Westside Health Care District change, Contractor will negotiate in good faith to serve this area. The authority of the County allows the County to restrict operations to one emergency ambulance provider within the EOA.

## **3.3 Period of Operation**

Unless initiated earlier by mutual agreement, this Agreement shall commence at 9:00 a.m. on July 1, 2020 and terminate at 8:59 a.m. on June 30, 2025, unless extended or terminated as provided for herein. LEMSA shall make any decision regarding renewal of this Agreement or any extension thereof shall be made at least 18 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 at least four months prior to that scheduled termination date.

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, and other contracts previously serviced by the outgoing Contractor.

A Sample Agreement is included as an attachment to this proposal. This Agreement will become part of the final Agreement with the successful Bidder. An Agreement with the successful Bidder is executed only upon final approval by the County's Board of Supervisors.

### 3.4 Scheduled Activities

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

Activity Estimated Schedule	
Event	Date
Availability of the Request for Proposal	September 16, 2019
Pre-proposal conference (if applicable)	October 14, 2019
Deadline for submission of interpretation and/or written questions in relationship to the Request for Proposal. (by 4:00 p.m.)  <i>Questions submitted after this date will not be answered. The closing date will not be extended for questions submitted after this date.</i>	October 21, 2019
Letter of Intent Due (may be scanned and submitted via email attachment to kim.nausin@countyofmerced.com)	November 4, 2019
Closing date for the Request for Proposal (by 4:00 p.m.) A list of respondents will be posted to the web at close of RFP	December 6, 2019
Oral Presentations Completed	December 20, 2019
Notice of Intent to Negotiate	January 4, 2020
Approval of Agreement by Board of Supervisors	February 4, 2020
Implementation	July 1, 2020

## **Section 4: Scope of Work**

### **4.1 Scope**

This RFP and its provisions, attachments, addendums and exhibits constitute a solicitation for the selection of the single provider of ground emergency ambulance service for the County EOA. The operation of such an emergency ambulance service shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes provision for all ambulance responses.

All the following transports originating in the County EOA shall be referred to the holder of the exclusive Contract, and the holder of the exclusive Agreement shall be responsible for all responses and ground transports as follows:

- (1) Made in response to 9-1-1/ PSAP requests;
- (2) Made in response to requests for immediate emergency ambulance service transmitted through an authorized 9-1-1/PSAP;
- (3) Made in response to requests for emergency ambulance service made directly to the ambulance provider from a seven-digit telephone call without going through an authorized 9-1-1/PSAP;
- (4) Any request for ALS interfacility transport from a healthcare facility;
- (5) All "Special Events" requiring the presence of an ALS ambulance; and
- (6) All "Special Events" requiring ALS level of service, even if there is no ambulance required.

The Contractor's scope of work is summarized as follows:

*When a request for service is received by the Contractor from any of the PSAPs located in the County, ambulance response times must meet the response-time and clinical standards set forth herein. Every ambulance unit provided by the Contractor for emergency response must, always, except as authorized by the Agreement, be equipped and staffed to operate at the appropriate level on all ambulance responses, including emergency and non-emergency services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must always be professional and courteous. Patient transportation and disposition will be according to the County's Policies and Procedures as established or approved in the Contractor's proposal and as developed or promulgated as part of this RFP.*

*Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct clinical and other performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. 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. This procurement process requires the highest levels of performance and reliability and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The Contractor that fails to perform shall be promptly replaced to protect the public health and safety.*

## **4.2 Coordination within the Exclusive Operating Area**

The local fire agencies currently provide first responder EMS services in the EOA for emergency 9-1-1 requests for service. The County considers the fire agencies an essential partner in the provision of EMS within the EOA. All bidders shall clearly state their plans as to how they will work with existing public service agencies. This portion of the proposal shall be scored within the "Integration with Existing EMS Stakeholders" section of the Evaluator Scoring Tool (Attachment 7).

## **4.3 EMS Run Data**

See Attachment 2 for summary EMS data. Computer-Aided Dispatch (CAD) data is available for 2016-2018 upon request. There has been no independent validation of this data. Bidders are encouraged to use their own means to analyze the information to determine response and transport volumes. The County does not guarantee any number of responses or transports.

## **4.4 Level of Care**

The exclusive Contract holder will provide ALS & BLS level of care for all requests for ground emergency ambulance service, ALS urgent and scheduled ground emergency ambulance service, as well as special event ALS stand-by originating within the EOA. Interfacility transports at the BLS, CCT or Mental Health level are specifically not included in the scope of this RFP. Air ambulance transports are excluded as well. Specialty care transports, such as neonatal and high-risk obstetrics, require a specialized team from out of the EOA and, as such, are outside the services to be provided.

Currently, CCT services are provided within the EOA Agreement. The low demand caused a significant impact on the EOA system overall. Moving forward, healthcare facilities will be responsible for contracting for CCT services (as well as non-emergency interfacility transports). This could involve partnerships with hospital nurses, air ambulance crews, etc. A Bidder may describe its approach to support CCT services, but CCT is not a required element of this RFP process.

## **4.5 Response Time Zones and Standards**

### **A. General**

It is the Bidder's sole responsibility to be familiar with the geographic considerations and response-time zones comprising this solicitation. Response times shall be calculated from the moment the Contractor receives the PSAP transfer of the calling party's call, until the time the Contractor arrives on the scene with a fully functional and appropriately staffed/equipped ALS unit. All response times are measured in seconds, not whole minutes. All emergency ambulance dispatch services and times will be documented by the provider under strict procedures set by the County.

The County is interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. Any enhanced services above the standard of this RFP, while not encouraged, must include a separate cost estimate. However, clinical performance will not be sacrificed for economy.

Service to the EOA must be at or above the level of service as defined in this RFP. Service must include primary response, backup, and move-up-and-cover plans that clearly define timely emergency ambulance coverage. Monitoring of this requirement will include CAD data supplied by the provider and oversight will be provided by the County.

and the LEMSA with technical expertise from fire, dispatch, hospitals, and other EMS stakeholders.

To become familiar with the unique requirements of the County, bidders are urged to contact the various public safety and fire departments/districts in the County.

**B. Response-Time Zones**

Response time requirements vary depending upon the emergency response zone (ERZ) to which the ambulance provider must respond. Each ERZ is defined by ambulance call density. The two zones that comprise the EOA are distinguished by response times and each zone is applied to multiple areas of the County, which may not be contiguous. The zones are designated as high call density (A) and low call density (B).

The low call density zone includes any call beyond the one (1) mile buffer zone of a high call density zone. The black outlines surrounding the high call density zones indicate the one (1) mile buffer zone, i.e., the beginning of the low call density zone. When the boundary of the high call density zone corresponds with a roadway, locations immediately adjacent to the roadway on both sides are considered included in the high call density zone. For a map of the ERZs, please see Attachment 2.

Calls for patient locations that are greater than ten (10) road miles from the nearest boundary of the high call density zones are considered remote. Late responses to these remote calls may be excluded by requesting an exemption.

These maps are based on ambulance industry standards for defining such zones and may be changed by the LEMSA from time to time as population, call density, road access, effective Agreement monitoring, and other relevant conditions change. No response-time amendments will be made without giving notice to, and opportunity for, consultation with the Contractor, fire departments/districts, cities, and other interested parties and organizations in the affected area of the exclusive zone. The County will establish a procedure for making such changes that provides for such notice, comment, and input to be achieved.

In addition to the ERZ evaluation, the County will periodically review population densities, call distribution, single communities, and response times in areas within the compliance zones and may request the Contractor alter its system status plan (SSP) to respond to needs of improved performance and adaptation to population trends. This alteration may also include adjusting the SSP to improve backup and move-up-and-cover ambulance coverage. Contractor shall agree to negotiate in good faith with the County and revise the SSP as needed to improve performance to these communities, as determined by the County, in consultation with the Contract Administrator. Contractor shall also negotiate in good faith on the issue of any impact on Agreement terms these changes may have and include these in the negotiation process. Failure to negotiate in good faith regarding these potentially underserved areas may constitute an Agreement default.

**C. Priority 1 and 2 Calls (Emergency)**

Contractor must provide 24-hour, 365 days per year coverage for all Priority 1 and 2 requests for service for the term of the Contract, as defined by approved medical dispatch protocols. Priority 1 and 2, for purposes of this RFP, is defined as all requests receiving a response with lights and siren for presumed life-threatening or non-life-threatening emergency conditions. The Contractor must guarantee response times, as specified below:

**High Call Density (A):** 90 percent of all calls in 10:59 minutes or less. Calls exceeding 17:59 minutes will be subject to liquidated damages.

**Low Call Density (B):** 90 percent of all calls in 19:59 minutes or less. Calls exceeding 29:59 minutes will be subject to penalties.

Bidders should familiarize themselves with population densities, transportation corridors, and other factors to provide effective and prompt emergency ambulance service.

**D. Priority 3 Calls (Non-Emergency)**

Contractor must provide 24-hour, 365 days per year coverage for all Priority 3 requests, as defined by medical dispatch protocols. Priority 3, for purposes of this RFP, is defined as any call that does not require lights and siren but must have a response due to a presumption of an urgent, but non-life-threatening, medical condition. The response may be at the BLS or ALS level, depending on MPDS call type and LEMSA Medical Director policy. While there is no response time standard for Priority 3 calls, it is expected that the Contractor will respond promptly to these requests to 1) minimize first responder at scene time and 2) meet patient's expectation for prompt service.

LEMSA policy allows Priority 3 calls to be held (i.e., "pending") when there are three (3) or fewer available ambulances in the system during the day (0600-2200) and two (2) or fewer at night (2200-0600). Dispatch will contact the patient every 15 minutes to ensure no change in condition until an ambulance arrives at the scene. If first responders are on-scene and identify a life-threatening emergency, they will notify dispatch to upgrade the call to Priority 1 or 2.

**E. Priority 4 Calls (Interfacility)**

Contractor shall respond to hospital and healthcare facility requests for ALS interfacility transfer in the following manner and using the following definitions. This Agreement includes ambulance interfacility transports for ALS level of care only. Any removal of 9-1-1 resources to perform transports outside of this Agreement are at the risk of the associated response time compliance impact. Separate from this Contract, provider may perform interfacility transports originating within the County.

- 1) **Emergency Transfer – Immediate ALS ambulance transport** is requested to a higher level of care when any delay could result in placing the patient's health in immediate jeopardy. The transport provider retains a response-time requirement for these transfers just as they would for any Priority 1 or 2 (i.e., life-threatening emergency) 9-1-1 request to the facility's location. As these transfers may immediately remove an ambulance unit from the 9-1-1 system, facilities are expected to only request an emergency transfer when the patient's condition warrants such a response. It is understood that the requesting agency shall only request the emergency transfer such that the patient is prepared for transfer with all available transfer papers upon the arrival of the transfer unit.
- 2) **Urgent Transfer at the ALS Level –** This should be requested when the patient's medical condition requires ALS transport to a facility providing a higher level of care and is not considered to be in immediate jeopardy.
- 3) **Pre-arranged Transfer at the ALS Level –** shall be a pre-arranged ALS transfer for a medically stable patient. The timeliness of this type of transfer would have no foreseeable bearing on the patient's medical condition.

**Merced County  
Response Time Requirements Summary  
(in minutes)**

Zone	Priority 1 and 2	
	Standard	Maximum
High Call Density	90% ≤ 10:59	> 17:59
Low Call Density	90% ≤ 19:59	> 29:59

Table 1

#### **4.6 Dispatch Services**

Contractor shall provide an emergency medical dispatch center. The dispatch center shall operate and equipped as a state-of-the-art EMS dispatch center and as a Secondary PSAP for medical emergencies. The Secondary PSAP shall meet all requirements of a Secondary PSAP set by the State of California including having in place the equipment and interface needs with Primary PSAPs. It is the desire of the County that the dispatch center be physically located in Merced County. At a minimum, the Secondary PSAP shall be physically located within a 150-mile radius of the City of Merced, to provide for on-site inspection and reasonable access for the LEMSA staff. All Emergency Medical Dispatch (EMD) staff shall be authorized to dispatch medical calls (per LEMSA policy #201.00), certified in the Clawson Medical Priority Dispatch System, and receive extensive training specific to local conditions, geography and key 9-1-1/PSAP, first responder personnel in Merced County. Contractor shall cooperate, train with, participate in quality-control procedures and communicate with each of the County's 9-1-1/PSAPs to assure a smooth delivery of dispatch services.

Should the dispatch center not be in Merced County, the bidder shall justify the location from the standpoint of cost savings, depth of dispatch staffing and expertise, disaster surge capacity or other relevant justification to the satisfaction of the County. In addition, bidders shall warrant and provide specific plans in their proposals that assure the key features of an in-county dispatch center such as:

- Prompt access to CAD data (within eight hours of request during weekdays);
- familiarity of staff to local conditions;
- familiarity with public safety dispatching procedures;
- access of dispatch staff to local training;
- access of dispatch staff to local quality improvement activities;
- access of dispatch staff to local meetings with local public safety personnel; and,
- access by County staff to dispatch observation sessions and unannounced inspections.

The Contractor shall provide sufficient EMS dispatcher staff (minimum of two per shift) at the EMS dispatch center to allow prompt answering all telephone requests for ambulance service (within five telephone rings) with no telephone request for immediate ambulance response shall be placed on hold except for rare times of extreme system overload. This includes ring down lines with hospitals and other dispatch centers.



The following minimum standards form the objective performance data for EMS Dispatch operations:

- a. For each month, a minimum of 98 percent of calls for service through the 9-1-1 system shall be answered in five rings or less.
- b. 90 percent of medical calls shall be completed (i.e., call answered to unit dispatched) within 90 seconds, and 99 percent shall be completed within 120 seconds (i.e., NFPA 1221 standards)
- b. For each month, no more than one-tenth of one percent of 9-1-1 calls which require the dispatch of an ambulance, in accordance with approved dispatch protocols, may be placed on hold at any time prior to an ambulance being dispatched.
- c. First-response agencies shall be notified regarding emergency responses within 60 seconds of call receipt, 98 percent of the time from call receipt/phone pick up, as directed by the County. The only exception to this standard will be for those jurisdictions in which the Primary PSAP initiates the first response to the call.
- d. Other specifications as required in the sample Agreement (see Attachment 6).

The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. LEMSA will be provided access to all data maintained by the CAD system as necessary to analyze demand and determine deployment procedures. The Contractor agrees to allow LEMSA, at Contractor's expense, to install an interface with the CAD to collect and monitor CAD information and patient care reports and provide access to the LEMSA to voice recording systems. This CAD and patient care report access shall include the pending data repository being developed by the County.

The interface made available to the LEMSA shall provide real-time monitoring of the Contractor's CAD screens and at a minimum provide the location and status of active ambulance calls, pending calls, location and status of ambulances and crews.

#### **4.7 Performance Standards – Response Times**

Performance standards may be adjusted by the County through the course of the Agreement consistent with the modifications in EMS operational and medical standards which are developed by the County. The Contractor shall be notified with 60 days' advance notice of the effective date of the change and shall define the Agreement impact within 30 days of initiation.

##### **A. Liquidated Damages: Priority 1 and 2 Calls**

Contractor shall not refer exclusive Agreement calls to another agency unless it is part of an approved mutual aid plan submitted by the Contractor and approved by the LEMSA with its proposal or subsequently offered and approved. Appropriate referral to air medical services is exempted from such requirement. Use of mutual aid from any source during disaster responses is also exempted from this requirement.

Each quarter in which the Contractor fails to meet the 90.00 percent standard, within any compliance zone the Contractor shall pay to the County \$500 in liquidated damages for each one-tenth (1/10) of a percentage point by which the Contractor's performance falls short of the 90.00 percent standard. Each period in which the Contractor fails to meet the applicable response-time requirements, the County will review the Contractor's SSP, unit-hour of production capacities, and/or other factors to determine the causes of non-

compliance. The Contractor shall develop a corrective action plan for remediating the below standard performance.

All areas have a maximum specified response time (i.e., outlier). For every call where the ambulance fails to arrive within the maximum specified time, the liquidated damages will be \$500 per occurrence.

Exclusive Agreement calls referred to another agency (i.e., not an approved Subcontractor) will be considered an outlier for calculating compliance. Three consecutive failures to meet the standards (i.e., not achieving 90.00 percent) in one zone or five failures across all zones during any 12-month period may result in breach of Contract.

**B. Upgrades, Downgrades, Canceled, and Incorrect Addresses**

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

1) Upgrades

If an assignment is upgraded prior to arrival of a unit at the scene (e.g., from Priority 3 to Priority 1 or 2 response), the Contractor's response time compliance and liquidated damages will be calculated based upon the Priority 1 and 2 response time standard from the time the call was upgraded by any person authorized by LEMSA policy.

Example: While enroute to a Priority 3 call in a high call density zone, new information is received, and the call is upgraded to Priority 1 at 13:30:00. Contractor will have until 13:40:59 to arrive on scene (i.e., when the ambulance stops moving and is placed in park).

2) Downgrades

If, prior to a unit's arrival at scene, a call is downgraded; 1) by the 9-1-1/PSAP or 2) by any other person authorized by policy, compliance and liquidated damages will be determined as follows:

(a) If the time of downgrade occurs after the unit has exceeded the response time standard or maximum response time for the zone involved, the response time standard or maximum will apply; or,

(b) If the time of downgrade occurs before the unit has exceeded the response time standard or maximum response time for the zone involved, the call will be treated as Priority 3.

Example: While enroute to a Priority 1 call in a high call density zone, first responders on scene reduce the ambulance to no lights and siren (i.e., Priority 3 call); if the response time has not exceeded 10:59 at time of downgrade, there would be no liquidated damages.

3) Canceled Responses

If a call is canceled prior to the unit arrival at the scene, the Contractor's compliance and liquidated damages will be calculated based on the elapsed time from receipt of call to the time the call was canceled. However, if Contractor makes a request for mutual aid response as stipulated in this RFP, the Contractor

may not cancel the mutual aid responder if the responding provider is closer to the call.

- 4) **Incorrect Addresses**  
When the address (or approximate location for calls on a roadway) provided is incorrect through no fault of the Contractor, the response start time for compliance measurement will be the time when the correct address is given to the responding resources.

**C. Interfacility Transports**

When there is an emergent need for an ALS ambulance to transfer a patient to a higher level of care, it will be treated as a Priority 1 or 2 call and treated like any 9-1-1 request for service.

**D. Exemption Requests**

The County, in its sole discretion, may grant exemptions to response-time performance requirements stated herein for declared multi-casualty incidents, disaster events, or other situations. Such calls will be excluded when calculating performance compliance. In order to be eligible for such exemption, the Contractor shall notify the County within a reasonable amount of time of the occurrence.

The Contractor may apply to the County for an exemption to response-time compliance calculations in the following situations:

1. **Automatic Appeals**
  - (a) Upgrades and downgrades that are compliant are eligible for exemption.
  - (b) Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
  - (c) Primary PSAP error or inaccurate address by reporting party.
  - (d) Additional units responding to the same incident (first unit must meet response time standard).
  - (d) Multi-Casualty Incident (MCI) or locally declared disaster - The Contractor may apply for an exemption to response-time standards during MCIs or times of declared emergencies, locally or in a neighboring county, as defined by the emergency operations procedures of the jurisdictions involved (e.g., city or County).
2. **Case-by-Case Appeals**
  - (a) Traffic related to incident (e.g., car crash). At scene determined when unit reaches related traffic.
  - (b) Lack of documented on-scene time; Contractor may submit global positioning system (GPS) data to confirm on-scene time – otherwise next radio transmission is used.
  - (c) Weather (e.g., heavy fog, ice, heavy rain) that impairs visibility, require slower speeds, or create other unsafe driving conditions.
  - (d) Road closures/construction for areas with limited access.

- (e) Traffic related to incident requiring response.
- (f) Unusual system overload is defined as 200 percent of the countywide average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.
- (g) Calls for patient locations greater than ten (10) road miles from the nearest high call density zone boundary. Road miles will be determined using Google Earth.

**E. Other Response Time Issues**

Where response-time areas are divided along the center line of a road, the shorter response time shall apply to both sides of the road.

The Contractor will not be held responsible for response-time performance on an emergency response to a location outside the EOA. However, Contractor shall use its best efforts in responding to mutual aid calls. Responses to emergencies located outside the EOA will not be counted in the number of total calls used to determine monthly Agreement compliance.

For each response in which the Contractor's management or field staff fails to report the at-scene time, the next radio or electronic transmission will determine on-scene time.

Table 2 summarizes categories and liquidated damages listed in this RFP.

Merced County Summary of Liquidated Damages	
Category	Liquidated Damage
1. Compliance evaluation below standard	\$500/tenth of percentage point
2. Extended response time (i.e., outlier)	\$500/call

Table 2

**F. Liquidated Damage Fund**

The funds generated through liquidated damages shall be used for EMS system enhancement as defined and directed by LEMSA Policy #132.

**G. Online Compliance Utility**

For the purposes of automated and objective performance tracking, the County uses an online compliance utility (OCU), currently FirstWatch/FirstPASS. Proposals shall confirm that bidders can export data (e.g., CAD, electronic patient care reports [ePCR]) to the OCU service that the County will utilize for response time tracking, exemption automation, real-time performance dashboard, ePCR interface, clinical performance, and custom protocols as needed.

## **4.8 Performance Standards - Clinical**

The County and EMS stakeholders are strong proponents of the Institute for Health Improvement (IHI) focus on the "Triple Aim" – 1) improving the patient experience of care (including quality and satisfaction); 2) improving the health of populations; and 3) reducing the per capita cost of health care. As such, there is significant importance on providing a high level of patient care

beyond arriving at the patient's side in a timely manner. Clinical research indicates this may be more important than the speed of the response. Therefore, the LEMSA Medical Director has identified certain criteria that impact the patient's probability of a positive outcome. The LEMSA Administrator has identified benchmarks that indicate a well-functioning, EMS transport provider. These criteria and benchmarks based on standards set by data-driven research and/or respected EMS organizations. Each criterion must meet three factors to be included; it shall be 1) measurable by the system (via FirstWatch), 2) manageable by the provider, and 3) meaningful to the patient.

Attachment 5 contains the proposed Contractor report card criteria and expected target benchmarks. The LEMSA Medical Director and LEMSA Administrator may revise the included criteria and related target benchmarks as clinical research and other factors determine the optimal care path and customer-service experience for EMS patients.

Comprehensive ePCR review is expected to identify individual and overall opportunities for clinical treatment improvement. All high acuity calls (e.g., heart attack, ST-elevation myocardial infarction [STEMI], stroke, trauma) shall have 20-30 percent random chart review. Similarly, 20-30 percent of non-transports resulting against medical advice (AMA) or RAS, shall be reviewed. Five percent (5%) of remaining charts shall be randomly audited. The expected number of ePCRs to be reviewed by the Contractor staff shall be between 80-100 per month; this number may be adjusted if the review process can be more automated. The results of the audit will be summarized monthly and shared with the Contract Administrator and LEMSA in a pre-approved format. Between ePCR review and related training/education opportunities identified, it is the County's belief this requires one, full-time employee. This level of care review is expected to drive training and education and improve overall patient care. All the clinical performance standards should be overseen by a medical director, preferably with experience working with EMS crews such as a local ED physician.

#### **4.9 Performance Standards – Customer Service & Safety**

The County desires a patient satisfaction scoring mechanism that is independent, objective and measures the customer service provided by the EMS system. The Bidder shall offer a third-party survey tool (e.g., EMS Survey Team) approved by the LEMSA to poll patients about their experience. The Bidder shall follow Health Insurance Portability and Accountability Act (HIPAA) guidelines to protect patient privacy. Each month, the survey tool provider will send direct mail surveys to 80 percent of transport ePCRs and 100 percent of AMA/RAS PCRs. The selected questions will be standardized to provide comparison with other providers and approved by the LEMSA.

In addition to patient experience, the County wishes to ensure the employees have a good and safe working environment. This is measured by employee turnover and workplace injuries. Employee turnover shall be defined as the number of full-time employees that resign, retire, transfer, are laid off, or change to part-time status divided by the average number of full-time employees over the same period. Involuntary separations, part-time employees, or job changes (e.g., EMT to paramedic, paramedic to supervisor) shall not be included in employee turnover. Bidders are encouraged to share strategies for positive working environment and reduction of workplace injuries. The survey topic and employee safety standards are both included in Attachment 5.

#### **4.10 Performance Standards – Liquidated Damage Relief**

If the Contractor provides high levels of clinical, customer service, and safety excellence, a credit is available towards response time liquidated damages described within this section. The

proposed report cards are available in Attachment 5. These may be adjusted based on clinical research, contemporary EMS benchmarking standards, and other factors. The liquidated damage relief is based on a sliding scale to reward positive movement. Table 3 summarizes the credit available.

<b>Response Time Liquidated Damage Relief</b>	
<b>Report Card Score</b>	<b>Relief</b>
95-100	100%
90-94.99	75%
85-89.99	50%
80-84.99	25%

Table 3

#### **4.11 System Status Plan**

A SSP, posting plan, and the proposed maximum response UHU by unit shall be developed by Contractor, submitted to the County for approval at least 21 days prior to implementation for LEMSA approval (within no more than seven (7) days), and adhered to by the Contractor. Changes to the SSP and posting plan shall be forwarded to the County for review. All resources to be used in this Agreement for emergency ambulance service shall be included in this SSP. The SSP must have clearly identified backup ambulance plans including move-up-and-cover arrangements in enough detail to convince the County that backup ambulance coverage in a timely manner will be consistently available.

#### **4.12 Mutual Aid/Standbys**

Within six (6) months of executing this Agreement, the Contractor develop and execute mutual aid agreements with neighboring ambulance services. The Contractor agrees to respond to all requests for mutual aid services as part of those individual agreements. Should the delivery of mutual aid services to a neighboring jurisdiction become excessive (e.g., projected to exceed one percent of the annual call volume 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 County. The County will then assess the situation and take appropriate steps as necessary to rectify the inequity.

Contractor agrees to provide standby services for working fires, hazardous materials incidents, law enforcement incidents, and other allied agency events with a high potential for injury. Contractor shall also participate in prevention events, emergency preparedness planning and development, disaster exercises, and other training to educate the public and prepare for multi-casualty incidents. There will be no charge for these services for the first twenty-four (24) hours unless there is a third-party payor source (e.g., federally declared disaster); however, the Contractor may charge for standby services at private events. The standby services shall be based on a Contractor's written policy that is subject to the County's approval and included in the response to this RFP.

#### **4.13 Radio Equipment**

Each Bidder will be responsible to install and maintain all radio equipment on the appropriate frequencies necessary to complete the Agreement scope of work (e.g., field communications to/from the 9-1-1/PSAP dispatch, first responder agencies, and contiguous mutual aid agencies). The current hospital communications system uses 2 UHF channels for hospital and 2 VHF channels for fire communications as the primary frequencies. To assist in inter-agency communications, the County acquired Kenwood TK-5220 EMS VHF radios for use by the 9-1-1

transport Contractor. There is a total of 48 radios and 6 multi-chargers. Per LEMSA policy, there shall be at least one EMS VHF portable radio on every on-duty ambulance, supervisor vehicle, or other Contractor EMS vehicle. The County is responsible for general maintenance and programming of these EMS VHF portable radios. The County holds and maintains the license for these frequencies.

#### **4.14 Vehicle and Equipment Requirements**

All ambulances utilized by the Contractor shall be the Type II, van or "Sprinter" style and meet the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS), National Fire Protection Association (NFPA), Federal "KKK-A-1822," or similar standards organization. At a minimum, all vehicles shall meet the standards of Title XIII, California Code of Regulations as well as any LEMSA policies in effect at the time of original manufacture.

Equipment shall meet the minimum standards set forth by LEMSA policy, part of the standardized equipment list developed by EMS stakeholders and be generally consistent with equipment utilized by field crews today (e.g., powered gurneys are required).

Bidders shall state and justify the minimum number of ambulance (both primary and reserve) vehicles believed to be necessary to fulfill this contract. The fleet minimum shall be 140 percent of the peak staffing level. Further, no less than 50 percent of the reserve fleet may be unavailable in the County at any point during the Agreement term. Bidders shall describe its vehicle maintenance and replacement programs to ensure the highest level of operational readiness and mitigate unplanned maintenance issues. Proposed subcontractors may use different style ambulances; however, they must comply with safety standards stated above.

All vehicles used in the SSP for the Merced County EOA shall display a County logo and the term: "Merced County Emergency Medical Services" in a manner and format defined by the County that also meet California Civil Code 3273 standards for identifying the service provider. An example is below:



**and "Service Provided By \_\_\_\_\_" on the doors**

Proposed subcontractors may use a different logo, text, and color; however, it shall be approved by the LEMSA and meet state civil code requirements. Each vehicle shall have markings approved or designed by the LEMSA to include 9-1-1 emergency number advertising.

Contractor shall maintain preventative fleet maintenance records and adhere to an approved preventative fleet maintenance program for each vehicle. The maintenance program shall be submitted with the RFP response. Each vehicle shall meet ambulance equipment standards of the State of California and LEMSA. For a list of required equipment and supplies, please see LEMSA equipment Policy No. 431, "ALS UNIT EQUIPMENT AND SUPPLY INVENTORY."



All current stock ALS equipment (i.e., drug boxes, defibrillators, radios) shall be supplied at 110 percent of peak-load requests. As Merced County has a formal STEMI program and protocol, all bidders shall include cardiac monitor/defibrillators with 12-lead interpretation capability. All monitor/defibrillators must have end-tidal CO<sub>2</sub> monitoring capability.

#### **4.15 Data Collection and Evaluation Requirements**

The Contractor shall complete all forms and data reports required by the County, including field-assessment forms and standardized data requests and shall cooperate and participate in field research as requested including special medical and trauma studies. Bidders should describe their reporting systems and confirm compatibility with OCU system. The ePCR with at least the critical elements (see LEMSA policy) completed shall be printed or delivered electronically to the emergency department (ED) at the time of patient delivery at least 90 percent of the time. For high-acuity calls defined by LEMSA policy (e.g., cardiac arrest, heart attack, stroke, trauma) critical elements shall be completed 100 percent of the time prior to leaving the ED. ePCRs shall be 100 percent completed and the data available for review by the receiving hospital and LEMSA within 24 hours. All ePCR submission standards may be audited over any three-month time period.

The County is developing a data repository and the Contractor will be required to connect its data systems (e.g., CAD, ePCR) to this location, at Contractor's expense.

The Contractor will provide regular operational dashboard reports. These reports, in a format and time period approved by the County, will include quality improvement (monthly), incidents of unit breakdowns, ePCR compliance (quarterly), volume of out of county mutual aid calls completed and received per month (quarterly), volume of Westside mutual aid requested calls completed and received per month (quarterly), and other key performance indicators used to determine compliance. The Contractor shall provide financials specific to the County EOA at least annually, preferably independent audited with 120 days of fiscal year end. Additionally, the Contractor may be required to produce additional reports to the Contract Administrator. These reports may vary depending on specific issues that need to be addressed.

#### **4.16 Financial Requirements**

The County expects bidders to establish, in their responses to the RFP, that bidders have a firm commitment to maintain:

- sufficient financial capacity to commence all services listed in the RFP on or before the implementation date; and
- sufficient financial resources to maintain all services for at least the primary Agreement period of five (5) years.

It is incumbent upon the Bidder to include sufficient information within the proposal package to allow independent reviewers and County staff to determine that the Bidder:

- A. Understands and documents all costs associated with the Contract;**
- B. Has documented all revenue sources; and**
- C. Has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the Contract.**

All Contractor costs shall be clearly defined and justified. Failure to justify these costs, in detail, and to meet the levels of independent verification of financial information requested, will reduce the credibility of the Bidder's proposal and may result in disqualification or non-selection.

In addition to the financial documentation discussed, the County is requiring the submission of financial surety instruments (e.g., bonds, letters of credit) to act as non-liquidated damages for non-performance and assist the County with the costs of the selection of a temporary or new permanent contractor. Any legal limitation or inability to fully meet this standard must be explored by potential bidders and disclosed in the bidder's proposal.

#### **4.17 Fees for Service**

The revenue premise for this RFP is a traditional fee-for-service system for ambulance calls. There is no general County subsidy offered as part of this procurement. It is also recognized that it may be in the best interest of the community to encourage other types of "at-risk" payment systems with local managed care programs and systems. Any existing contractual agreements or immediately anticipated arrangements, including membership programs, must be stipulated in the response to this RFP by the bidder. As future opportunities develop, Contractor must assure that all such arrangements will be forwarded to the County to be evaluated as they are proposed by the Contractor before they are implemented so as to assure that the other ambulance call sources, which are not part of the Agreement arrangement, are not subsidizing the benefiting managed care payer. These arrangements may be adjusted on a regular basis if the local population moves into managed care plans.

Upon award of a contract, the Contractor shall charge only the charges authorized under Agreement with the County. Adjustment to the charges may be authorized annually based on changes in the Consumer Price Index and other factors as stipulated in this RFP. No rate adjustment will be considered for the first 12 months, except if additional services are required by the County. All other changes to the rate structure must be approved by the County as stipulated in this RFP based on substantial documentation of need. All documentation shall be provided based on a format required by the County.

Bidders may be allowed alternatives to traditional fee-for-service arrangements on a case by case basis if the Contractor is not shifting additional costs to other EOA patients or their payers. Any form of capitation agreement with managed care organizations must demonstrate to the County's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third-party payers in the area.

The current provider serving the EOA shared payer mix information, which is available in Attachment 2. Like the call volume data, the County has not independently validated the information and does not warrant any specific payer mix.

##### **A. Public Funding Opportunities**

There are new funding opportunities available to public agencies operating ambulance services – ground emergency medical transportation (GEMT) and inter-governmental transfer (IGT) funds related to Medi-Cal transports. The successful Bidder will be willing to partner and contract with the County as necessary to take advantage of these funding opportunities in order to benefit EMS system revenue. Any innovative approaches that bidders have utilized in other markets to reach these funding streams should be described as well as any recommended approaches for Merced County to benefit.

#### **4.18 First Responder/PSAP Training and Coordination**

All first response agencies in Merced County are fire-based, BLS systems with AED enhancement. First responder agencies are an integral part of a quality EMS system and the Bidder will be expected to document its experience and future efforts to coordinate with first responder agencies. The Bidder must demonstrate its ability to integrate its service including educational support with existing first responder, PSAP, and allied agencies. Regular training programs provided by the Contractor and scheduled coordination meetings with these agencies are expected. The County is interested in the Bidder's experience with joint training and colocation of training/education with first responder agencies and what may be proposed for this RFP. Contractor shall participate in critical incident stress management (CISM) programs along with first responders and other agencies to support the mental health of EMS staff.

Contractor must also agree to participate in training on Incident Command System (ICS) procedures related to multi-casualty incidents including, at a minimum, IS-100 (i.e., independent study program covering introduction to ICS). Field supervisors and managers will be expected to complete additional ICS training commensurate with their positions and possible role during a major incident. As an example, field supervisors and operational/clinical managers must complete ICS-300 and ICS-400 (both offered annually by the County at no cost) be capable of roles such as medical group supervisor, triage/treatment unit leader, patient transportation unit leader, etc. Managers should be prepared to function in a leadership and unified command role for larger incidents. All training shall be consistent with the LEMSA medical control policies, National Incident Management System (NIMS), and Standardized Emergency Management System (SEMS) requirements. Specific commitments regarding this coordination and training must be provided in the response to the RFP.

The Contractor shall re-supply first responders with disposable supplies on a one-for-one basis for supplies used by the first response agency in the response. To simplify restocking, the Bidder shall participate in the standardized supply and equipment project with the County providers.

##### **First Responder Fees**

Contractor shall agree to provide first responder fee that will bill a set fee for all first responder events where there is an ambulance transport and pass the net collected amount per event (less billing costs) to the first responder agency. The fee to be billed will be \$125.00 per transport. The Contractor will use prudent and normal industry billing standards for billing the fees. The method for invoicing, collecting and distributing the fees shall be stated in the proposal.

#### **4.19 Implementation Schedule and Requirements**

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

#### **4.20 Safety and Risk Program**

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

- A. A safety manual that ensures compliance with California Division of Occupational Safety and Health Agency (CAL/OSHA) requirements.
- B. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk, protect them from danger, and preserve them from loss.

- C. A training program for all managers and supervisors to ensure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- D. A person must be responsible for the safety and risk program and he/she 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 capacity evaluation that is fair, nondiscriminatory, and commensurate with job requirements.
- F. An emergency vehicle operator-safety program that meets or exceeds any state or local requirements.
- G. A continuing education program for all employees on safety and health issues that is scheduled no less than annually.
- H. Ongoing monitoring of driver license status on all personnel.

#### **4.21 Legal Entity**

The Bidder must be a single legal entity properly licensed to do business in the State of California. This shall include all business or professional licenses or certificates required by the nature of the Agreement work to be performed and held by the Bidder.

#### **4.22 License to Operate**

By order of the County EMS ordinance, the County may recoup the reasonable costs of the RFP process in addition to the coordination and oversight of the Contract.

The successful Bidder shall pay a one-time fee equal to 50 percent (50%) of the remaining costs of this RFP process as specified by the County-approved fee. For this process, the full RFP development cost was \$108,000.

## **Section 5: Information for Bidder**

### **5.1 Request for Proposal Deadline**

Seven (7) responses plus a Portable Document Format (PDF) electronic file version shall be delivered to:

County of Merced  
Department of Administrative Services-Purchasing Division  
2222 "M" Street, Room 1  
Merced, California 95340  
Attn: Kim Nausin, Purchasing Manager

Responses shall be presented under sealed cover and clearly identified on the outside to read:

- Name of the Bidder
- Address of the Bidder
- Subject of the Response
- RFP Number
- Proposal Submittal Deadline Date

All required financial documentation (both paper and electronic) should be submitted in a separate enclosure.

Any Bidder, who wishes its response to be considered, is responsible for making certain that the proposal is received in the Merced County Department of Administrative Services-Purchasing Division Office by the closing date and time.

Upon receipt, each response should be noted with a separately identifiable response number, the date and time of receipt. Responses received prior to the time set for opening shall not be opened and will be secured in a locked receptacle.

### **5.2 Pre-Proposal Conference (Mandatory)**

A pre-proposal conference will be held to discuss all relevant issues associated with the RFP and to permit Bidders an opportunity to ask questions. **Attendance is required.** Each firm will be limited to not more than four (4) representatives in attendance.

Please submit, in writing, any questions about the RFP that you would like answered at the pre-proposal conference. Please submit questions to the Department of Administrative Service – Purchasing Division, as referenced above, no later than three (3) working days before the conference to allow time for the County to develop a written response. This will allow for a more thorough response. Questions after the pre-proposal conference must be submitted in writing and be received by the County by the date specified in Section 3.4: Scheduled Activities. All questions will be answered in writing and forwarded to all attendees.

The pre-proposal conference may be taped. Please contact the Merced County Department of Administrative Services - Purchasing at (209) 385-7513 for confirmation of your attendance. **Oral answers at the conference will not be binding on the County.**

The County will also invite public safety agencies, including fire departments, to the conference where questions may be asked of those in attendance.

The location, date and time will be as follows:

Location: Merced County Department of Public Health Auditorium  
260 East 15<sup>th</sup> Street  
Merced, CA 95341

Date: October 14, 2019  
Time: 10:00 a.m.

### **5.3 Interpretation, Corrections and Amendments**

The Bidder must carefully examine the specifications, terms, and conditions expressed in the RFP and become fully informed as to the requirements set forth therein. If bidders planning to submit a response discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "REQUIREMENTS", or any other related matters, Bidder shall immediately notify the contact person as shown on the cover page of this RFP of such concern in writing and request clarification or modification of the document(s) no later than the Question and Answer deadline as set forth under Section 3.4, "SCHEDULED ACTIVITIES". No further requests for clarification or objections to the RFP will be accepted or considered after this date. Any change in the RFP will be made only by written addendum, issued by the Department of Administrative Services-Purchasing, posted on the County website and shall be incorporated in the proposal. The Bidder shall sign and date the amendment and submit same with the response.

The Bidder may fax requests to (209) 725-3535, or e-mail/mail questions to the Buyer whose name is specified on the RFP.

All inquiries shall be directed only to the designated County staff person shown above. Contact with any other County personnel or any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of a Bidder response.

### **5.4 Discussion with Responsible Bidders and Clarifications to Proposal**

The County may, in its sole discretion, conduct discussions with bidders who submit responses determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of responses and prior to award for the purpose of curing any deficiency resulting from a minor informality or irregularity in a proposal or waive such deficiency, whichever is to the advantage of the awarding agency. In conducting discussions, there shall be no disclosure of any information derived from responses submitted by competing bidders to anyone outside the Evaluation Committee and County staff. The purpose of such discussions shall be to examine bidders:

- Qualifications
- Proposed method of performance
- Proposed personnel and facilities
- Compensation

All bidders submitting responses for consideration agree that their companies will be willing to enter into a final Agreement if awarded this RFP. The County may, in its sole discretion, negotiate certain terms and conditions of such final Agreement after identification of the

apparent successful Bidder. However, bidders should not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements." Such negotiated changes will be non-substantive in nature and will not change the scope of work.

### **5.5 Announcement of Apparent Successful Bidder**

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of Agreement finalization. The Board of Supervisors will officially decide to select or reject the negotiated Agreement.

### **5.6 False or Misleading Statements**

Responses which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the response, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the response.

### **5.7 Investigation**

The County reserves the right to continue its investigation of response after the Agreement is awarded and throughout the term of the Contract. The furnishing of false or misleading information during the proposal process may constitute a breach of Contract.

### **5.8 Rules for Withdrawal or Revision of Responses**

A response which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of responses, provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the response must be filed with the County of Merced, Department of Administrative Services-Purchasing, before the deadline for the receipt of responses. The withdrawal of a response shall not prejudice the right of a Bidder to submit a new response, provided the Bidder can submit the new response by the deadline stated herein.

### **5.9 Independent Contractor**

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an Independent Contractor and is not an agent or employee of the County and warrants that all persons assigned to the program/project are employees, or subcontractors, of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between County and Bidder or County and Bidder's employees, and that the awarded Bidder shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its subcontractor(s) and employees, if any. It is mutually agreed and understood that the Bidder, its Subcontractor(s) and employees, if any, shall have no claim under any Agreement that may result from this proposal or otherwise against County for vacation pay,



sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

### **5.10 Explanation of Use of Subcontractors**

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Subcontracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal, state, and local access to the books, documents, records, and inspection of work. Bidder awarded any Agreement as a result of this proposal shall obtain County written approval of subcontractors identified in Bidder submittal prior to execution of Agreement.

### **5.11 Joint Ventures**

In the event a response is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

### **5.12 Confidentiality**

The contents of all responses, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's response shall be held in the strictest confidence until the negotiations for the Agreement are completed. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Bidder's response shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision agreement or an evaluation of the proposal or as its release may otherwise be required by law. If a Bidder contends that any submission contains trade secrets or proprietary data, please be advised that the County cannot and does not give any assurances or guarantees that such information will not be released under the California Public Records Act.

The Bidder should clearly mark any of the information within its response is proprietary, however, the County will be guided by the California Public Records Act and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or response; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

**BIDDER SHALL NOT DESIGNATE THE ENTIRE RESPONSE AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION WILL NOT BE HONORED.**

Submission of a response by a Bidder shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Bidder's RFP submittal that has been marked as proprietary, without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forwarded to County.

County shall not be required to contact any Bidder for information on behalf of any requesting agency. Merced County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

### **5.13 Pricing Conditions**

All responses shall remain firm for at least one hundred twenty (120) calendar days after RFP Submittal Deadline unless otherwise specified. Within one hundred twenty (120) calendar days after the RFP Submittal Deadline opening, a purchase order and/or an Agreement may be awarded by the County, as it may deem proper, in its absolute discretion. The time for awarding a purchase order and/or an Agreement may be extended at the sole discretion of the County, if required to evaluate responses or for such other purposes as the County may determine.

### **5.14 Proposal Terms and Conditions**

The proposal itself is only a reference point to the County's standard general terms and conditions and is not the legal document itself unless and until incorporated into a duly approved and executed Agreement. Bidder agrees to incorporate by reference the County's solicited RFP, the Bidder's responding proposal and any other documentation deemed necessary by the County into any Agreement that may be derived from this RFP. Nothing in this RFP shall be construed to prohibit either party from proposing additional terms and conditions that are administrative in nature during negotiation of the resulting Agreement for the Bidder selected with the highest overall score.

Any Agreement that may be developed as a result of this RFP will not become legally binding until it has been approved by the County Board of Supervisors.

### **5.15 General Terms and Conditions – Agreement**

The successful Bidder will be required to enter into a negotiated and final Agreement with the County, specifically identifying the scope of work as well as the County's general terms and conditions (sample agreement provided herein for bidders' review). All bidders shall familiarize themselves completely with the contents and requirements of the Agreement.

## **Section 6: General Provisions and Assurances**

### **6.1 General Information**

- A. The County reserves the right, at its sole discretion, to reject any or all responses that are not compliant with the terms of this solicitation, or to waive any informalities in the response and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not confined to cost alone. The county shall not be liable for any costs incurred by the Bidder in connection with the preparation and submission of this or any other response.
- B. Each proposal must include the firm's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.
- C. Each proposal must be submitted on such forms provided herein and must be placed in a sealed carton with the proposal number and closing date visibly displayed on the outside. Proposals received after this deadline will be rejected regardless of postmark date.
- D. All responses shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The County reserves the right to withhold an award of the proposal for a period of one hundred twenty (120) days from date of closing.
- E. All responses and accompanying documentation submitted by the bidders, except for the financials, will become the property of the County and will not be returned. Evaluation shall be based on the material contained in the response. Bidders are instructed to disregard any prospective oral representations they may have received prior to the solicitation of the proposal.
- F. The cost for developing and preparing the response is solely the responsibility of the Bidder whether any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Agreement.
- G. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

**THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL RESPONSES OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.**

### **6.2 Announcement of Responses**

All responses received by the published closing date and time for submission will be publicly announced at the Department of Administrative Services - Purchasing at 2222 "M" Street, Merced, California 95340. The name of each Bidder will be publicly read and recorded. All other

information contained in the responses shall be confidential to avoid disclosure of contents prejudicial to competing bidders during the evaluation process. Representatives from organizations submitting responses may be present, but attendance at the announcement of the responses is not mandatory. No award decision, pricing, or exchange of views will be discussed at the response announcement.

### **6.3 Determination of Bidder's Responsibility**

- **Responsible Bidder**

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible bidders.

- **Non-responsible Bidder**

The County may declare a Bidder to be non-responsible for purposes of this proposal for a variety of reasons, some of which are listed below. This is not an exclusive list - reasons may include the following but are limited to the below:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Agreement that may be derived from this proposal with the County or an Agreement with any other public entity, or engaged in a pattern or practice which negatively reflects on same; or
- Committed an act or omission which indicates a lack of business integrity or business honesty; or
- Made or submitted a false claim against the County or any other public entity; or
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

### **6.4 Public Disclosure**

All public records of the County are available for disclosure except the contents of the responses received in response to an RFP, which are not open for public review until the Agreement between the awarded Bidder and the County is agendized with the Board of Supervisors. The working documents, evaluation tools and notes of the Proposal Evaluation Committee are not subject to the Public Records Act and therefore will not be disclosed.

If an unsuccessful Bidder files an official request to view the awarded Bidder's response, the County must comply with the appropriate public disclosure procedures. However, if information specifically designated in the response as proprietary is requested County may attempt to notify Bidder should Bidder wish to pursue protections against disclosure, at its own cost, so that the information will not be made available.

Pursuant to the California Public Records Act, Government Code Sections 6250 et seq., any Agreement that eventually arises from this RFP is a public record, in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception, and will be disclosed upon request, but only after negotiations are complete. Submission of any materials in response to this RFP constitutes your consent to release materials, and a waiver of any claim that the information is protected from disclosure. Furthermore, by submitting materials, you agree to indemnify and hold harmless Merced County for release of such information.

## **6.5 Qualifications of Bidder**

The County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any response should the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein. Examples include, but not limited to falsification/exaggeration of qualifications, lack of financial solvency, inability to fund startup costs, lack of insurance coverage, etc.

## **6.6 Disqualification of Bidder**

A Bidder may be disqualified, and the response rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among bidders, in which case all responses involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- The Bidder or anyone acting on behalf of the Bidder has inappropriately influenced, attempted to influence, or done anything that might reasonably create the appearance of impropriety in, the County's selection process at any stage.
- Lack of responsibility, performance, or cooperation as discovered through reference checks and investigations.
- Being in arrears on existing agreements with the County or having defaulted on previous agreements.
- Delivery of its response after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

## **6.7 Integrity of Expenditure**

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct.

## **6.8 Gratuities**

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly, or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or Agreement for future reward or compensation, neither during the proposal process nor during the performance of any Agreement period resulting from this proposal.

## **6.9 Conflict of Interest**

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. The Bidder further covenants that if awarded an Agreement resulting from this proposal, no person having any such interest is presently employed or shall be employed in the future.

Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractor(s), and the County. Bidder shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any Agreement that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any Agreement that may be derived from this proposal without immediate divulgence of such fact to the County.

## **6.10 Federal, State, and Local Taxes**

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Agreement. The County makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

## **6.11 Compliance with Applicable Laws**

The successful Bidder shall otherwise perform all obligations under the resulting Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and policies. The parties shall execute any amendments necessary to implement such laws. Examples of applicable laws include:

- No Contractor or subcontractor(s) may be listed on a bid response for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No Contractor or subcontractor(s) may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- Contractor shall comply without limitations with the Health Insurance Portability and Accountability Act (HIPAA) (42 United States Code [USC] sections 1320d et. Seq.)

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **6.12 OSHA Requirements**

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of Occupational Safety and Health Agency (OSHA) 1970 and CAL/OSHA 1973 as last revised. Bidder warrants that the described material, equipment, or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic

substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

### **6.13 Environmental Protection**

The Bidder awarded the Agreement resulting from this RFP shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal agreements, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

### **6.14 Drug Free Workplace**

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

### **6.15 Prevailing Wage Rates**

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public works project laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq. A copy of this wage scale may also be obtained from the office of the Director of Industrial relations, State of California, or <http://www.dir.ca.gov/DLSR/PWD/mer.xls>

It shall be mandatory upon the Bidder to whom the Agreement is awarded, and upon all subcontractors, to ascertain and pay not less than the latest general prevailing hourly rates for Saturday, Sunday, holidays, and overtime work for each workman or mechanic employed in the execution of the work of this project as per determination made by the Director of Industrial Relations, California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

### **6.16 Legal Considerations**

Any Bidder, by submission of a response to this proposal, and any subsequent Agreement that may be derived from this proposal, shall be deemed to have agreed to be bound by applicable sections of Title 41, USC, and the laws of the State of California and the ordinances of Merced County in all respects as to interpretation, construction, operation, effect and performance.. Any legal proceedings against the County or any state or federal agency regarding this proposal or any resultant Agreement shall be brought in the California courts.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any Agreement that may be awarded as a result of this proposal, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.



## **6.17 Business License**

Prior to the issuance of any purchase order and/or the performance of any Agreement derived from this bid, the successful bidder and its subcontractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County" (<http://www.qcode.us/codes/mercedcounty/>).

It is the intent of the Board of Supervisors of the County to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County Ordinance No. 1705.

## **Section 7: Special Provisions**

### **7.1 Performance Security Provisions**

- A. Contractor shall furnish, within 14 days of Agreement execution, performance security in an amount of one million dollars (\$1,000,000) in any of the following forms. The performance bond shall be considered liquidated damages in the event of Agreement default. Performance security options are:
- 1) Performance Bond: A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the County that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County.
  - 2) Irrevocable Letter of Credit: An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.
  - 3) Cash Deposit: Cash which must be deposited with an escrow holder acceptable to the County and subject to an escrow agreement approved by the County. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the Contractor.
  - 4) Combination of the Above: Combination of the above must be acceptable to the County.
- B. Whatever form of performance security is selected by the bidder, the proposal shall indicate the form selected, and shall include full and detailed documentation of Bidder's ability to provide such security.

Any performance bond furnished by Contractor in fulfillment of the requirements of this Agreement for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon thirty (30) days advance written notice to the County. Not later than twenty (20) days following the commencement of the thirty (30)-day notice period, Contractor shall provide to the County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond shall constitute a material breach of Contract.

Failure of the successful Bidder to meet these performance security requirements after the successful Bidder has been selected, and prior to Agreement start date, shall result in forfeiture of the award.

### **7.2 Emergency Takeover**

In the event LEMSA determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after

Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Director.

If the Director concurs that a material breach has occurred or may occur and that public health and safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the LEMSA to affect an immediate takeover by the LEMSA of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than seventy-two (72) hours after Director's decision to execute the emergency takeover.

In the event of an emergency takeover, the Contractor shall deliver to the LEMSA ambulances and associated equipment used in performance of the Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with LEMSA ALS Policies and Procedures.

Contractor shall deliver ambulances, dispatch and communications system, facilities and crew stations to the LEMSA in mitigation of any damages to LEMSA resulting from the Contractor's breach. However, during the LEMSA's takeover of the ambulances and equipment, LEMSA and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles and equipment as documented by the Contractor at Contract Administrator's request, and verified by the County Auditor (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall cause the disbursement of these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, LEMSA shall pay the Contractor fair market rental based upon an independent valuation.

Nothing herein shall preclude LEMSA from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Agreement. However, the Contractor shall not be precluded from disputing the Director's findings or the nature and amount of the LEMSA's damages, if any, through litigation. Failure on the part of the Contractor to cooperate fully with LEMSA to affect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Director was made in error.

LEMSA shall have the right to authorize the use of vehicles and equipment by another company. Should LEMSA require a substitute contractor to obtain insurance on equipment, or should LEMSA choose to obtain insurance on vehicles/equipment, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

LEMSA agrees to return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of the Contractor's equipment not so returned, LEMSA shall pay the Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear or shall pay the Contractor reasonable costs of repair or shall repair and return vehicles and equipment.

LEMSA may unilaterally terminate a takeover period at any time and return facilities and equipment to the Contractor. The takeover period shall last no longer, than LEMSA judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means LEMSA chooses.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to LEMSA during an emergency takeover period. Contractor shall maintain and provide to LEMSA a listing of all vehicles used in the performance

of this Contract, including reserve vehicles, their license numbers and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ambulance services hereunder shall be reported to LEMSA within 30 days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

## **Section 8: Submitting Response and Content Requirements**

### **8.1 General Information**

This section describes the required response format and content. The response should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the response should be contained in a section entitled "Optional Exhibits and Attachments."

Each Bidder shall submit a complete response, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of the response.

Responses must be complete in all aspects. A response may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A response may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The response must contain all costs required by the proposal.

Responses must be clearly marked as stated herein and must be received by the date and time specified. Responses submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the response, the response may be rejected. However, if not so rejected, the original response will provide the basis for resolving such discrepancies.

The response must be typed. Every part of the response must be legible and of sufficient print clarity to allow copying of the document. Mistakes/Errors may be crossed out and corrections typed or printed adjacent to the mistake/error and initialed in ink by the person signing the response.

Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete, and consistent with the proposal content requirements.

#### **A. Submission of Proposal**

Proposal documents shall be delivered in a sealed box, clearly marked RFP# 7310 and addressed to:

County of Merced  
Department of Administrative Services-Purchasing  
2222 M Street, Room 1  
Merced, California 95340  
Attn: Kim Nausin, Purchasing Manager

#### **B. Deadline to Submit Proposals**

The deadline to submit proposals is December 6, 2019 at 4:00pm. **Proposals not received by the closing date and time and at the location specified will be rejected.**

## 8.2 Number of Copies to be Submitted

Please submit **one (1) original signature hard copy** to be **signed in blue ink** where required (original copy must be marked as such) and **six (6) exact copies** of the original for the Department of Administrative Services - Purchasing and the Proposal Evaluation Committee members. In addition to the hard copies required above, each Bidder shall also provide an electronic copy of the proposal, in its entirety, in Adobe Acrobat format (i.e., PDF) via USB thumb drive. The proposal and any attachments shall be two (2) separate PDF files. **Bidder shall submit one (1) paper copy of Financial Statement as set forth herein** as well as one electronic PDF copy of the cost budget file, the financial statement file, and any SIR disclosure associated with the insurance requirement in the Sample Agreement. CD, DVD, USB drive or other readily accessible media are acceptable options.

## 8.3 Response Format

The response must be developed on the forms provided in this package or must follow the proposal content requirements in the order in which they appear in the proposal. Responses that do not conform to this format may not be considered for evaluation. Responses must be typewritten and submitted on standard 8½" by 11" paper. Double-sided pages are encouraged. Each page must be clearly and consecutively numbered. All responses must be submitted in the name of the legal entity or authorized agency. Responses must be signed in ink by the officer or officers legally authorized to bind the company, partnership or corporation.

Upon approval by the County Board of Supervisors, an Agreement will be developed for the proposal and will become legally binding upon the signature by the Chairperson of the County Board of Supervisors and the authorized official of the selected Bidder's organization.

## 8.4 Response Content

To ensure that comparison of proposals is as fair and complete as possible, all proposals shall employ the format described in this section, be tabbed, and included in three-ring binders. Special bindings, colored displays, etc., are not necessary. Proposals are limited to 200 pages and 200 pages for appendices (i.e., 200 single-sided or 100 double-sided pages each). All appendices shall be included in a separate three-ring binder.

### A. Signature Page

Bidder must complete and return the enclosed Signature Page (Attachment A, "Signature Page"). The Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

### B. Signed Amendment(s)

Bidder must sign, in blue ink, and include a copy of any amendments to the RFP.

### C. Cover Letter

Each proposal shall have a cover letter, signed by the authorized representative of the proposing firm or entity, who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Bidder's full understanding and acceptance of all terms set forth in the RFP including the financial projections in the Bidder's proposal. This letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict of interest statutes or ordinances. The letter must state that the proposal is a firm and

binding offer to perform the services stated under the conditions specified in the proposal. Include the number of years that the Bidder has been in business under the present business name as well as any related business names. Describe any financial interests in any other related businesses. Failure to provide this letter will cause the proposal to be considered non-responsive.

- 1) Bidder shall ensure the placement of all signature forms required by the RFP in a section titled "Signature Forms" to immediately follow the cover letter.

**D. Table of Contents**

Each proposal shall be structured to incorporate a table of contents which shall clearly indicate where each required section is located. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such as charts, policies, and plans are encouraged to be placed in an appendix. All proposals shall include page numbers and have major sections tabbed.

**E. Executive Summary**

Each response shall have an executive summary that describes, in summary form, the essential elements in the proposal. The executive summary shall not exceed ten (10) pages in length.

*Bidder's Credentials, Experience Local Management Team*

The purpose of the Credentials, Experience and Local Management Team Section is for the Bidder to submit information on its organization, management, and operational experience.

The following questions and/or requirements must be answered in the order and format given.

- 1) Name and address of organization.
- 2) Name of organization's liaison for the procurement. All questions and correspondence will be directed to this person.
- 3) Type of organization or legal entity (e.g., sole proprietor, partnership, corporation) and the state under whose laws the entity is formed.
- 4) List the names and addresses and share of ownership of all owners, shareholders, directors, officers, and corporate linkages of the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided. If the Bidder is a corporation with thirty (30) or more shareholders, provide title, names, and addresses of directors and officers only, and indicate share of ownership held by these individuals.
- 5) Provide names and affiliations of all other corporations or entities potentially providing services to this Contract.
- 6) List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
- 7) Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial



interests of the organization or parent organization in other related businesses above \$75,000.

- 8) Provide a narrative description of ambulance services and related services currently provided by the organization.
- 9) Describe the organization's experience in providing ALS-level emergency ambulance service under a performance-based contract serving an area with service conditions like those of Merced County (e.g., geo-demographics, payer mix).
- 10) Describe the local management team, roles and responsibilities and their backgrounds; include biographicals and attach resumes.
- 11) The Bidder and each of its partners or shareholders must provide letters from any EMS regulatory agencies (maximum of five where it operates at the credentialing level) stating that the Bidder has been in substantial compliance with the EMS agency standards, including response-time requirements, if measured by the agency, for the last two years.
- 12) List at least two (2) hospitals and two public safety agencies (e.g., fire departments, law enforcement agencies) with which the organization, or its proposed management team, has worked during the past year and which shall serve as references. These references do not need to be from local hospitals or public safety agencies.
- 13) Describe contracts with similar counties to Merced entered into during the past five years regarding ALS pre-hospital delivery of services showing year, type of services (e.g., 9-1-1, interfacility, combined), location, name and address of contracting agency.
- 14) Provide details, if any, of any failure, default, problems, or refusal to complete a contract by the organization.
- 15) Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service during the last 10 years. Explain any medical malpractice suits with a dollar loss (list the actual circumstances, conclusions and dollar loss) for the last 10 years.
- 16) List accident rate per 100,000 miles driven for the past three years for the organization and its affiliates. Accidents are those reportable as defined by state law or insurance company policy.

***Note: All auto collision rates and lawsuits must indicate organization-wide experience as well as experience for the California area, if applicable.***

- 17) List any commitments and potential commitments which would impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the contract if awarded.
- 18) List planned number of employees for this contract using the format below (use separate charts for current and planned):

Category	Full Time	Part Time	Total
Management			
Accounting/Billing			
Supervisors			
EMT-Paramedic			
EMT			
Dispatchers			
All Others			
<b>Total</b>			

Bidders shall define their use of "full time" and "part time." "Management" personnel shall include personnel who are scheduled for less than 25 percent of their time in the field. "Supervisors" are expected to be in the field at least 50 percent of the time.

- 19) Using the format below, document the number of ambulance responses/transport conducted by the organization and/or the management team for this RFP in any contract or exclusive area with a similar performance expectation, population, geographical area or transport volume during the past twelve (12) months. Identify each contract and exclusive area served on a separate chart (maximum of five separate jurisdictions).

Call Type	Responses	Transports
9-1-1 Priority 3		
9-1-1 Priority 1 and 2		
9-1-1 Backup/Mutual Aid		

- 20) Supply Bidder's annual turnover rates by category of personnel, define "turnover," and how it is calculated.
- 21) Supply supporting documentation to demonstrate existing capabilities to furnish service which is like that required under this procurement.
- 22) List and state current status and/or outcomes of any current or pending criminal cases or investigations against any officer or manager of Bidder.
- 23) List and state the current status and/or outcomes of any criminal or civil cases or investigations for Medicare/Medicaid statute or contract violations involving the Bidder and its personnel for the past ten (10) years in all operations.
- 24) List and state the status and/or outcomes of any investigations for affirmative action violations involving the Bidder and its personnel.

#### **F. Detailed Description of Proposal Sections**

The submissions will be evaluated based on the extent to which the proposing organization (or in the case of a new entity, the agency, or its constituent organizations) has the special experience described below. The submissions will also be evaluated based on the extent that the Bidder's key organization and local management personnel (which may include general partners, directors, officers, and principal management personnel) possess this experience or have participated in the Bidder's acquisition of this

experience as management personnel. The criteria set forth below describe the desired minimum experience. Each response must describe how and to what extent the organization or its key management personnel meet or exceed these criteria.

Each of the sections in the table of contents is described below. It is the intent of this procurement to preserve or improve upon the current pre-hospital system in every category of service, and to meet or, where possible, improve the quality of service. Thus, Bidder shall describe its capabilities and agree to meet or exceed minimum service requirements. Failure to accept County's minimum service requirements in any service category may be grounds for automatic disqualification. While additional commitments are not encouraged, all additional commitments, if offered, shall be separately stated within each section, and the costs associated therein shall be separately identified.

**(a) Criteria for Evaluation of Bidder's Credentials, Experience and Local Management Team**

1) On-Site Key Personnel, Organization and Management Description

Minimum: Bidder shall include job descriptions and resumes of the on-site and off-site management team that will oversee operations, quality, training, vehicle maintenance, and manager of administrative services (e.g., data processing, billing and collections) involved in the provision of services to this EOA. Bidders shall specify which key personnel listed above will be full-time on-site (i.e., in Merced County) vs. off-site, if applicable. *There must be sufficient continuous quality improvement staffing to track and train on the new benchmark standards set by this RFP process.* The qualifications of the key personnel are a significant consideration for review of this section.

2) Field Supervision

Detail how Bidder shall provide field supervision. Bidder shall propose names and qualifications of field supervisory staff anticipated as part of this proposal. At a minimum, the County always expects one field supervisor to be on duty. The job description shall require being in the field communicating, educating, observing, outreach to first responders and hospitals, and running calls with EMS crews at least 50 percent of the time. The field supervisor shall always be immediately available to respond to any request by the County or public safety personnel from within the EOA and shall be authorized to represent on behalf of the Contractor. The field supervisor shall not be assigned an ambulance shift or staff an ambulance except in very rare circumstances (e.g., covering for an employee who goes home in the middle of a shift due to a family emergency or fatigue issue until relief staff is available).

3) Criteria for Evaluating Bidder's Credentials - Please respond to each section below and detail Bidder's experience, including key personnel, and/or compliance with each of the following:

- a) Demonstrated experience as an ALS ambulance service provider to populations over 150,000 residents or equivalent experience in a single contiguous area. The contiguous area may be made up of multiple political jurisdictions which may include multiple cities, counties, states, or other jurisdictions.

- b) Describe historical experience with response-time standards in an area with small to moderate-sized population centers separated by sparsely populated unincorporated areas. The population may be in multiple political jurisdictions which may include cities, counties, states or other jurisdictions.
- c) Demonstrated experience providing 9-1-1 ambulance service at the ALS level in a contiguous area totaling at least 1,000 ambulance hours per week.
- d) Demonstrated ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience as required in this RFP.
- e) Financial strength, stability, and reputation.
- f) Demonstrated expertise in system management, vehicle maintenance, and billing/accounts receivable management.
- g) Demonstrated ability to provide a high level of ambulance resource management performance.
- h) Demonstrated commitment to maintaining quality personnel.
- i) Describe any instances in the last five years where the Bidder has been found in minor or major breaches of contracts. Detail debts owed or encumbered related to any 9-1-1 contract.

**(b) Compensation Package and Working Conditions**

The County encourages bidders to demonstrate how their wages, benefits, shift schedules, and expected productivity will attract and retain experienced personnel, especially existing employed paramedics and EMTs, in the County. The Contractor shall devise a wage and benefit package to encourage personnel to remain within the EMS system, reduce the turnover rate, and meet all applicable state and federal laws (e.g., Fair Labor Standards Act).

No scheduled shifts greater than twenty-four (24) hours are permitted unless under a written policy approved by the County. When an employee is required to holdover, that time will not exceed six (6) hours. The Contractor must have a policy and monitoring system in place to prohibit staff from working greater than 48 out of 60 hours. Bidder shall describe its approach to avoiding mandatory overtime including use of part-time employees, subcontracting, etc.

Bidders must submit their turnover and vacancy rates for the past three years for all categories of personnel and the salary levels (current and proposed) for entry, middle, and top levels for all personnel. At least 51 percent of field staff must be full-time employees and not part-time or contracted.

*Note: Wages and benefits are significant areas of review for this RFP. At a minimum, the Bidder shall provide a specific personnel plan which compensates personnel commensurate with area expectations and which produces low attrition. Wages should be structured to recognize multi-cultural capability commensurate with the needs of the County. The Contractor shall supply multi-cultural sensitivity training to its employees.*

**(c) Incumbent Work Force**

***Bidders should note that the handling of the incumbent work force is a significant factor in the rating of proposals.*** A preference to currently employed EMTs and paramedics in Merced County shall be given by bidders. Interviews should be offered to existing supervisors. Bidders shall provide specific plans to this effort in their proposals.

Bidder is required to make and document its best efforts to afford job opportunities to members of the incumbent work force who are interested in employment in the new EMS system. As this subject is an important aspect of the analysis of proposals, plans for a smooth transition of the work force must be detailed.

1) Work Force Diversity

All bidders must submit evidence that there is a plan in place consistent with currently applicable federal, state, and local laws and regulations, to promote diversity of personnel in the organization, including methods for meeting this need and the timelines anticipated. Diversity in this context includes establishing opportunities for women and minority personnel.

2) Workload Management and Scheduling Practices

The Bidder shall normally schedule to provide staff at least eight hours of rest between regularly scheduled 24-hour shifts. No employee shall work more than 36 hours without a fatigue assessment. Contractor shall have and enforce an operational policy to ensure on-duty staff is always rested and response ready, regardless of shift length and/or work schedule. Contractor's policy shall include a mechanism for on-duty staff to be relieved from response duties if fatigued.

3) Training Programs

Minimum: Contractor shall furnish, in-house or by approved subcontract, an in-service training program plan which will allow field personnel to meet the State of California recertification, or licensing requirements. Contractor shall also cooperate with the current LEMSA continuing education program.

4) Supervisors and Managers

Describe any employment consideration provided to existing supervisors or managers within the new organization, and at what level, in order to preserve the level of expertise within the County.

**(d) Response-Time Commitment**

In this section, the Bidder describes how it will meet the response-time performance standards set forth in this RFP. Outlier and zone non-performance payments shall be in accordance with the provisions set forth in this RFP.

The Bidder's plan for the location and housing of field staff and units for meeting response-time performance shall be included in the proposal. The SSP shall include the number of units on duty by hour and day, the post locations used, the priority of post locations, move up triggers, and the rationale for the SSP.

Minimum: Requirements for response time performance on calls originating within the EOA are set forth herein and shall be used as the basis for preparation of this section.

**(e) Fiscal Strength**

In this section, the Bidder describes its company's fiscal strength highlighting features of the financial documents provided as required as well as other aspects of the Bidding entity's that would allow evaluation of its fiscal viability to initiate, operate, and sustain this Contract.

**Cost and Revenue Forecasts and Budgets**

In this section, all costs and all revenue sources must be clearly listed, and assumptions documented for the initial five (5) year period of the Contract. Since cost and revenue projections will be compared among all bidders, the County requires that information be provided in the format and with the level of completeness and detail specified herein.

The County requires all bidders to present detailed costs by budget category to demonstrate clearly the costs and costing assumptions (by line item) to determine charge and charge assumptions. Actual costs must be provided by line item and then broken down on a per-call basis so that the County may clearly determine the cost impact per call on all costing assumptions. Costs and proposed charges for alternative performance standard plans and any other alternative plan shall be specified separately.

All revenue sources must likewise be fully described. The County assumes that patient care fees will be a major component of Agreement financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in this RFP and must be consistent with volume-related cost projections. Bidders must identify all other revenue sources supporting their proposed budgets and must explain how these revenue sources will change as a result of this commitment.

Minimum: The proposal must describe and document all costs and cost estimates necessary for providing services required by the Agreement separating out costs and charges for alternatives.

Bidders must describe all revenue sources (direct and in-kind) and document working capital needs and sources for the startup of this Agreement and/or any changes anticipated for this Agreement plus any sponsoring organization's commitment to Agreement financing (if any) and the legal authority to continue this commitment throughout the term of the Contract.

**Note: Proposals shall submit charge data broken down on a call basis using a spreadsheet format to show stepping down of all costs to a per-call basis.**

**Financial Statements**

In addition to the budget, a complete set of financial statements for the organization shall be provided for all responses. Three (most recent) consecutive years of financial statements shall be provided, of which one year shall be a fully audited financial statement and shall include all required disclosures, if provided with the original audit. The remaining two years of financial statements shall be reviewed statements, as defined by the American Institute of Certified Public Accounts (AICPA). If the Bidder does not have a fully audited financial statement, conducted within the past three years, submit a reviewed statement in its place. Note: Reviewed statements, in lieu of an audited

statement, shall be subject to the limited interpretation that the statements offer. Financial information will be kept confidential if so stamped on each page.

All bidders should be aware that the documents requested will serve to confirm the soundness of their current financial positions. The County's intent is to award the Agreement only to an organization demonstrating the financial capability to operate successfully. Failure to provide the items listed in the detail required above will automatically cast doubt on the financial expertise and soundness of Bidder. Mathematical errors will also cast doubt on the credibility of the proposer. All financial information contained in the proposal shall be considered confidential and proprietary to the Bidder and only released as may be required by law. Bidders should submit all required financial information in a separate, sealed envelope clearly marked with the RFP Section numbers that the Bidder is responding to, and clearly mark the envelope "Confidential and Proprietary." County shall have the right to audit prospective Contractor's financial and other records.

**FINANCIAL STATEMENT SUBMITTED WILL BE FORWARDED TO COUNTY AUDITOR-CONTROLLER FOR REVIEW AND DESTROYED OR RETURNED WITHIN SEVEN (7) WORKING DAYS FOLLOWING CLOSE OF RFP PROCESS. IF BIDDER WISHES TO HAVE FINANCIAL STATEMENTS RETURNED, A SELF-ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED.**

**THIS INFORMATION IS TO BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "BIDDER'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE. FAILURE TO SUBMIT FINANCIAL INFORMATION WILL BE CONSIDERED AS "NONRESPONSIVE," RESULTING IN REJECTION OF RESPONSE.**

- 2) Financing
  - (a) Capital Financing

Bidder shall clearly demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations within the proposal. It is the Bidder's responsibility to conclusively document the source, the availability of the capital, and the firm commitment of the source or sponsoring agency, as appropriate.
  - (b) Rate Adjustment

During the term of the agreement, the Contractor will be allowed opportunities for rate adjustments, which will be based on the Bay Area Medical Consumer Price Index (CPI) change in the most recent 12 months. This CPI rate will be adjusted based on the most recent 12-month Contractor payor mix for MediCal and private-pay/charity percentages. This approach is meant to compensate for the lack of new revenue available from these two payor sources. For approval of the new rates, the Contractor should demonstrate that the increase will not exceed the profit margin cap outlined below. The table below is an example rate adjustment.



Rate Adjustment Example	
Bay Area Medical CPI 12-month change	5.1%
Divided by (100% - MediCal/Private Pay)	52.9%
<b>Rate Increase</b>	<b>9.6%</b>

The Contractor may propose rate changes to the County no more frequently than annually unless the Contractor can demonstrate to the satisfaction of the County that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Contractor, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.

In order to ensure a fair and appropriate cost to residents and visitors to the County, the Contractor's reported profit margin will be considered before any rate change. Any increase shall be held to the anticipated annual profit margin of seven percent (7.0%) received through this Agreement with the County. If the Contractor's annual financial statements indicate greater than seven percent (7.0%) profit margin, a rate increase shall not be made. The Contract Administrator shall either require a rate reduction to bring the profit margin under seven percent (7.0%) moving forward OR reinvestment of profit margin into the EMS system (e.g., field staff salaries, public-access defibrillators) to maintain the profit margin cap moving forward.

If an Agreement extension is approved, the rate of reimbursement for additional terms let under the Agreement should be negotiated with the Contractor based on the following:

- a. Actual expenditures by the Contractor, as documented during the first Agreement term and approved by the Contract Administrator.
- b. Changes in stated program requirements.
- c. Other reasonable costs or increases in cost over which the Contractor has no control.

The County should assure, by audit if necessary, that all cost increases are reasonable and necessary to the continuation of the Contract.

- 3) Insurance documentation  
Bidder shall provide a copy of their Certificate of Insurance including all waivers and endorsements. If applicable, Bidder will provide their insurance policy with their SIR documentation.
- 4) Other Financial Information  
In this section, the Bidder may submit any other financial information that the Bidder considers relevant.
- (f) **Equipment Maintenance and Management**  
In this section, Bidder shall describe, in detail and with brand names, the major equipment items to be furnished, and the scheduled replacement policies related to

each class of equipment. In addition, Bidder shall stipulate the policy which shall govern, throughout the term of the Contract, fleet size as a percentage of maximum scheduled peak-load unit coverage requirements for the EOA. This shall be at least 140% of peak-load unit scheduling and no more than 50% of the reserve fleet can be unavailable at any one time. To ensure greatest level of surge capacity, all units shall be fully stocked and ready for deployment, regardless of primary or reserve. The overall fleet and management program shall be full described such that the Evaluation Committee may ascertain the caliber and capability of the maintenance and equipment management program.

**(g) Billing/Collection Program and Data Integration**

In this section, Bidder shall describe its proposed data processing, billing, collection, and accounts receivable management system.

Minimum:

- 1) System shall generate and electronically bill Medicare and Medi-Cal statements.
- 2) System shall be HIPAA compliant during the term of the Agreement and as required by law.
- 3) System shall handle third-party payers, self-pay patients, special contracts, diagnostic-related group (DRG) transports, and other special arrangements.
- 4) Itemized statements shall list all procedures and supplies employed, unless included in base rate.
- 5) System must be capable of responding to patient and third-party payer inquiries regarding submission of insurance claims, dates, types of payments made, and other inquiries.
- 6) System must provide daily, monthly, and annual reports which furnish clear audit trails, including details of payments and adjustments experience.
- 7) System shall provide for reconciling on a regular basis between "run" and other production data and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- 8) System shall support monitoring of employee accuracy and completeness in gathering required operations.
- 9) System shall facilitate updates of account type, addresses, and other pertinent patient and third-party payer data.
- 10) System shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:
  - Assignment of follow up based on accounts receivable aging reports
  - Reminder mailings
  - Telephone collection methods
  - Policy regarding use of collection agents

- Policy regarding write-off of accounts receivable
- Identifying and pursuing alternative third-party payments and other reimbursements
- Policies for hardship cases, charity care and write-offs

- 11) Bidder shall prohibit on-scene collections.
- 12) Billing and collection data shall track to dispatch data by use of a record identifier.
- 13) Bidder shall monitor its personnel for any exclusion as a provider of medical services under Medicare or Medi-Cal.

**(h) Initial (ambulance) System Status Plan/Unit Hour Commitment**

In this section, the proposal shall include an initial coverage plan to be in effect during the first three months of the Agreement term. The SSP may employ more unit hours per week than Contractor projects will be needed later in the contract.

Minimum: Bidder shall specify the minimum weekly unit-hour coverage to be initially employed. Contractor must meet or exceed this plan during the first three months.

**(i) Integration with Existing First Responders and Behavioral Health**

The existing EMS system has significant resources that should continue to be leveraged to develop the optimal approach to cost-effective and highly efficient prehospital care within the County. This section should detail the Bidder's coordinated approach to EMS. The specific method how each zone will be covered shall be described.

Coordination with County Behavioral Health & Recovery Services is necessary to ensure the mental health needs of the community are met. Bidders should describe existing relationships that support enhanced behavioral health with other clients,

Minimum: Bidder should specify how it plans to integrate with the existing first responder and behavioral health public agencies as defined as a minimum here and in Section 4 of this RFP. Include demonstrated experience within other EMS systems working with first responders and mental health caregivers.

**(j) Commitment to EMS System and the Community**

In this section, Bidder shall detail its intentions regarding involvement in and support of the first responder and community education and service programs. Contractor shall describe a methodology for integrating its services with existing first responder public agencies including fire departments, police agencies, and 9-1-1/PSAPs. Specific plans must be submitted with prioritized objectives. These commitments must include specific procedures for scene control and problem resolution. A commitment and process for supporting first responder training needs and training schedules must also be described. These requirements would only go into effect if requested by existing EMS providers and approved by the County. Commitments for ongoing liaison with the agencies must also be stated. Commitments to disposable item re-supply as described in the First Responder Section should be explained here.

The provider must develop a plan for the prompt return of first responders and nurses to their respective stations or hospitals, as appropriate, should they be used while transporting patients. Bidders should not assume that a firefighter will always be available to ride into the hospital to assist with critical patients (e.g., cardiac arrest, STEMI, bariatric transports).

Involving the community in "pre-EMS" education plays a crucial step in patient outcomes. Bidder shall describe its commitment in time and resources to improving the care provided in the community prior to EMS arrival. At a minimum, the Contractor is expected to complete a minimum of 12 hours of community education monthly (reported annually). This shall be completed without using on-duty ambulance crews in order to preserve 9-1-1 resources. Examples include public events, school tours, MCI exercise participation, first responder in-service training, bystander and school-partnership cardio-pulmonary resuscitation (CPR) classes, "Stop the Bleed" campaign, helmet safety, public access defibrillation (PAD), etc. Ideally, other EMS stakeholders will be offered the ability to participate during events in their communities as well as utilize Contractor's materials to offer more educational opportunities. The Emergency Medical Care Committee (EMCC) should also be involved in identifying important topics that will most benefit the community. Ambulance standbys at events would not qualify.

MCI planning must be proposed by the Bidder and shall be discussed in this section. The Contractor is expected to continue the established tactical EMS program with the Sheriff's Office. This may include developing a tactical casualty care training policy, which all of Contractor's field staff will be required to complete within the first 24 months of policy completion. The Contractor will be required to maintain a supply cache in an orderly and complete fashion to serve its own needs for a minimum of 7 days in case of disasters or interruptions in supply chain. The Contractor will be required to complete this requirement within six months of Agreement execution with the County.

Minimum: Contractor shall restock or pay for restocking first responder medical supplies used in response to emergency medical calls as is currently practiced in Merced County subject to applicable federal and state laws. In the course of retrieving Contractor equipment from out-of-county hospitals (e.g., backboards), Contractor shall bring back any County EMS providers' equipment for pickup at the Contractor's main office. Contractor shall participate in MCI training and events as well as maintain a disaster cache. A plan for community commitment to include programs on public education and other service is required.

**(k) Proposed Patient Charges**

The County requires all bidders to use the same assumptions to allow equitable comparisons among the proposals. The bidders shall assume no general County subsidy for this procurement. It is the County's desire to encourage proposals that achieve a balance in service, cost, and the subsequent fee charge.

This RFP requires a well-defined charge system which assures no "overcharging." Patient charges are an expected element of this proposal, subject to approval and incorporation in the Agreement with the County. In this section, Bidder shall state the charges that it proposes to set for its services listed in Attachment 4 and shall provide information justifying those charges. The rates will be considered inclusive of supplies and equipment utilized during patient care.

**Minimum:** In setting charges, the Bidder must use the assumptions stated below, in order to allow equitable comparisons among various proposals. If the Bidder believes that any of these assumptions would lead to charges set by the Bidder that are too high or too low, the Bidder may so state and should then explain what changes should be made to the assumptions or to the proposed charges, in order to set the charges at a more appropriate level. The assumptions to be made by the Bidder and other considerations that should enter into the setting of charges are as follows:

- 1) **Number of calls/transport:** The estimated number of annual transports is provided in Table 4 for purposes of proposing and evaluation only. No guarantee of future revenues or results is made by the County.

Service Type	Transports
9-1-1	20,529

Table 4

Please see Attachment 2 for the historical response and transport data as provided by the current ambulance providers; again, the County makes no guarantees or promises to the accuracy of the data provided. Bidders are encouraged to review CAD data provided to further ascertain the most accurate information.

- 2) **Mileage:** An average of 7.0 transport miles shall be assumed for the purposes of evaluating the proposals.
- 3) **Base rate:** Assume that charges shall be consistent with the level of service provided to the patient, not the level of readiness provided by the Contractor. This will be a bundled base rate including all supplies and equipment other than oxygen. For the sake of the budget required, assume 75 percent of all 9-1-1 transports are ALS, 25 percent BLS.
- 4) **Non-transport rate** Bidders must propose a non-transport fee for circumstances where services are requested and provided at-scene but transportation is refused or unnecessary. Specific protocols should accompany the proposal.
- 5) **Oxygen:** 10.2 percent of all calls required oxygen (2018 provider data)
- 6) **Assignment:** All bidders must agree to accept assignment from Medicare and Medi-Cal.
- 7) **Average charges:** The Bidder shall calculate the average charge per call that would occur if the charges set by this RFP and the charges proposed by the Bidder were implemented. The computation must use standard formulas for such computation and must use the assumptions set forth above regarding call volumes and frequency of the various charges. The computations must be set forth in this section.

**(I) Commitment for Clinical Quality/Innovation**

In this section, the Bidder demonstrates the level of clinical sophistication that will be possessed by its field and management staff. The County is placing a significant emphasis (and related proposal scoring weight) to the clinical sophistication of the provider. There is data-driven research justifying certain care paths in a timely manner for EMS patients. Contractor will need to demonstrate a significant commitment to field, supervisor, and manager resources to drive clinical excellence through training, education, proactive steps, retrospective chart reviews, etc. Specifically detail the percentage of time budgeted for each supervisor and manager related to quality.

1) Commitment to Clinical Quality

The Bidder shall prepare a continuous quality improvement (CQI) plan meeting the standards of the quality improvement movement in the healthcare industry and consistent with the LEMSA policies and the California EMS Authority System Model Guidelines. The plan shall describe:

- (a) new hire training and orientation;
- (b) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation;
- (c) continuous learning and development of staff and management;
- (d) service to all internal and external EMS providers and customers;
- (e) commitment to participate in and contribute to the LEMSA CQI process; and
- (f) commitment to cooperate with system research.

The plan should include internal mechanisms such as: Contractor medical director, CQI manager, CQI committee structure and process, prospective training and education efforts, concurrent and retrospective review, establishment of performance indicators and development of personnel performance improvement plans, personnel development, problem identification, needs assessment, education/compliance remediation, problem resolution, and the documentation and tracking of implementation strategies and outcomes.

- (g) Required interfaces
  - (1) County of Merced
  - (2) Receiving Hospitals
  - (3) First Responder Agencies
  - (4) PSAPs
  - (5) Public Health
  - (6) Law Enforcement Agencies

Additionally, this program shall include the following elements:

- (h) Patient Rights  
The Bidder shall include a policy on the client/patient rights which shall, at a minimum, provide the following:
  - (1) fast, effective medical treatment and transportation to a facility of their choice (unless this conflicts with LEMSA policies), regardless of ability to pay;
  - (2) full information regarding the immediate treatment needed with the right to refuse any treatment or service;
  - (3) full explanations of bills about which the patient has questions;
  - (4) confidential treatment of medical records;
  - (5) listening to patients during transport or later and answering all questions promptly;
  - (6) billing insurance or third-party payer as part of the service to the patient;
  - (7) charity care policies and thresholds (e.g., 300 percent of Federal Poverty Level) for patient bill write offs and discounts; and,
  - (8) retention of patient records and patient access to their records.

**Copies of these policies shall be described in the Bidder's proposal.**

- 2) Performance Measures  
As part of the service delivery, the County desires to improve patient outcomes by identifying, monitoring, and implementing performance measures that are data-driven and clinically proven to be effective (see Contractor Report Card, Attachment 5). Describe Bidder's current efforts and results to implement clinical quality improvements that have increased performance measures. Examples include, but are not limited to:
  - (a) approach to airway management including end-tidal CO2 monitoring;
  - (b) bronchodilator administration for wheezing;
  - (c) stroke scale use;
  - (d) minimal on-scene times for trauma, stroke, and STEMI patients;
  - (e) correct identification of STEMI cases;
  - (f) transport of ROSC patients to a STEMI center;
  - (g) aspirin administration during heart attacks; and
  - (h) proper clinical documentation.



In addition to the Contractor Report Card, the County is identifying "System Vital Signs" across all aspects of prehospital care (e.g., public, dispatch, first responders, hospitals) that may show the effectiveness of the EMS system overall. Examples may include:

- (a) time to CPR;
- (b) bystander CPR/automated external defibrillation (AED) rate;
- (c) return of spontaneous circulation (ROSC) rate;
- (d) ROSC to hospital discharge rate;
- (e) 911-to-balloon time for STEMI;
- (f) 911-to-needle for stroke;
- (g) under/over trauma triage rate; and
- (h) patients hospitalized after declining ambulance transport within prior 24 hours.

It is expected that the Bidder will play a vital role improving the overall EMS system clinical standards. The selected medical director should have the necessary local experience working with EMS crews to oversee a strong clinical program with excellent care review and field crew education.

3) Innovation

The County stakeholders are committed to constantly reviewing and improving EMS services for the community. During 2018-2019, an EMS Next Generation Task Force was created to identify innovations and best practices from other EMS systems for possible applicability locally. The formula below describes the mission developed by the EMS stakeholders of the County:

*Best Outcomes = Right Resource + Right Time + Right Patient + Right Care +  
Right Destination + Right Cost*

After hearing subject matter experts speak from innovative EMS systems, the Task Force prioritized the following best practices as having value for this community.

- 1. Clinical outcome-based care
- 2. No response time requirement for non-emergency
- 3. High system user diversion
- 4. Mental health
- 5. Consolidated dispatch
- 6. Resource access program

Bidder shall describe its role in other operations providing innovation, such as those listed above, and striving to meet the mission and values developed by the Task Force. Ultimately, the EMS system must do what is right for the patient and the selected Bidder will be a critical partner in that endeavor.

The County participates with the Central California Alliance for Health ("Alliance") to manage Medi-Cal lives for its residents. The Alliance is interested in future partnerships with EMS organizations that can reduce costs, increase efficiencies, and improve the healthcare of its membership. This may include community paramedicine, enhanced 9-1-1 patient evaluation, alternative dispositions, etc. The Bidder shall be willing to participate with the Alliance in partnerships that accomplish better care and service as allowed under state law. Any partnership shall not utilize 9-1-1 transport revenue to fund new related expenses; it should be revenue neutral for the Contractor. Bidders are encouraged to share any existing managed Medi-Cal/Medicaid partnerships that have accomplished the Alliance's goals.

Minimum: Bidder shall agree to partner with the County and its EMS stakeholders to review and improve the EMS system. As other best practices are implemented locally, Bidder shall agree to share information and support these programs. This includes being active participant with any EMS innovation committees established by the County and its EMS stakeholders. If a program has an impact on expenses and/or revenue, such as a decrease in transports, Contractor agrees to negotiate with County for a "net zero" change in profit margin.

**(m) Bidder's Qualifications**

Bidder shall provide a concise statement demonstrating that the Bidder's company has the qualifications, experience, and capability to perform the requirements of this proposal. The following sections must be included:

- 1) History  
Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.
- 2) Background and Experience  
A summary of relevant background information describing your company's experience of major accomplishments and/or activities like the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your response.
- 3) References  
specifically related to the organization's current and existing:
  - a) Agreements and contracts
  - b) Clinical performance as an ALS contractor
  - c) Quality assurance/improvement program effectiveness
  - d) Response-time performance
  - f) Vehicle maintenance and replacement program
  - g) Relationships with first responder agencies
  - h) Organization's local and/or national reputation as a contractor of ALS service
  - i) Relationship with labor organizations

***Note: Letters of reference must include the following:***

- a) Be signed and dated by the author
- b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the Bidder
- c) Describe the extent to which the author/organization is familiar with the Bidder and the Bidder's work/performance

***Note: Letters of reference will not be supplied by or considered from the County staff members.***

**(m) Performance Security Method**

Bidder shall describe in detail its intended method of satisfying the performance security requirements as identified in Section 7 of the RFP.

**(n) Agreement Provisions**

The proposed Agreement is provided in Attachment 6 of this RFP. The County reserves the right to make further, non-substantive refinements to the Agreement as necessary (e.g., required reports, frequency/format of reports, community education specifics, definitions, clarifications, clinical and performance standards).

## **Section 9: Award, Selection, and Evaluation Criteria**

### **9.1 Basis of Award**

Award will be made to the Bidder whose response demonstrates the most responsive proposal to the County. The County shall not be obligated to accept the lowest cost response but will make an award in the best interests of Merced County after all factors have been evaluated using an objective scoring system. The response with the highest overall score will be the apparent successful Bidder.

The County reserves the right to reject any or all responses that are not compliant with the terms of this solicitation, to waive any informalities in the proposal and minor irregularities, technical defect or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not be confined to cost alone. False, incomplete, or non-responsive statements in connection with the response may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination.

The County reserves the right to cancel or discontinue with the proposal process and reject any or all responses, when the County's Department of Administrative Services – Purchasing determines in writing that cancellation is in the best interest of the County for reasons such as those listed below:

- a. There is no longer a requirement for the furnishing of such items, materials, equipment and/or services.
- b. Funding is no longer available for this proposal.
- c. It is otherwise in the County's best interest to cancel the proposal process.
- d. Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.
- e. All otherwise acceptable proposals received are at unreasonable prices.
- f. The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- g. The proposals received did not provide competition adequate to ensure reasonable prices in accordance with local resources or generally accepted prices.
- h. No proposal is received which meets the minimum requirements of the RFP.
- i. The County determines after analysis of the proposals that its needs can be satisfied by a less expensive method.

All Bidders will be notified in writing of the specific reasons when the process is cancelled, discontinued, or why responses were rejected.

### **9.2 Selection of Response**

An Evaluation Committee will be established to evaluate the responses consisting of recognized EMS system experts selected by the County. All Evaluation Committee members will be thoroughly screened for conflicts of interest. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to be forwarded to the Board of Supervisors based on the evaluation of all elements to this proposal. Selection will not be made primarily on cost but will be based upon the response that receives the best overall score based on the evaluation criteria of the County's needs.

### **9.3 Evaluation Criteria**

The Evaluation Committee will consider only those responses which have been considered responsive to the RFP. Any response which fails to meet the requirements of the RFP will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's and the subcontractors' references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a response; and seek and review any other information deemed pertinent to the evaluation process. Overall, the Bidder shall agree to provide any other information the County determines is necessary for an accurate determination of the prospective Contractor's qualifications to perform services.

### **9.4 Proposal Evaluation Process**

#### **A. Evaluation Committee**

The Evaluation Committee may include non-voting subject matter experts from Merced County including but not limited to: Public Health Agency Director, (non-bidding) public safety representative, and other technical consultants as may be determined appropriate. Subject matter experts will not score the RFPs and will only provide local expertise as requested by the evaluators to fully appreciate the benefits or damages of any specific proposal components.

#### **B. Conflict of Interest**

All Evaluation Committee, advisory group members, and other parties involved with the review of responses shall be carefully screened by County for potential conflicts of interest. Each evaluation participant shall be required to complete a disclosure statement on the issue of conflict of interest. Any identified potential source of conflict shall be evaluated by the County. Those potential evaluation participants with a material conflict of interest, as determined by the County, will not be allowed to participate in the evaluation process.

#### **C. Evaluation of Responses**

All responses must specify capabilities to meet or exceed credentialing standards. Each response must provide enough information to demonstrate that the Bidder has the level of credentials, scope of service, and financial capabilities for this Agreement to complete an initial screening and evaluation process. The County will appoint an evaluator who will begin the review process with an initial screening of credentials and response completeness. The evaluator will submit the results of his or her initial screening to the Evaluation Committee. Each member of the Evaluation Committee shall complete an individual response ranking sheet (see Attachment 7) and rank each response according to the individual reviewer's judgment as to the relative merit of competing responses.

At the discretion of the Evaluation Committee, a presentation by the bidders may be requested by the Purchasing Division with at least two (2) weeks' notice. If requested, each Bidder will be allowed 45 minutes of presentation and up to ninety (90) minutes of questions and answers by Committee members.

Bidders may include up to eight (8) staff persons; however, at a minimum the chief executive officer or equivalent, chief financial officer, and anticipated manager of the EOA shall be present. The order of presentations will be determined by random draw.

**Bidder presentations are not public meetings and attendance will be restricted to County staff, Bidder staff, subject matter experts, and the Evaluation Committee.**

The Evaluation Committee will not allow any public testimony or the introduction of any new materials or information. The County reserves the right to obtain clarification of any point in a response or to obtain additional information necessary to properly evaluate a response. The Evaluation Committee shall make its recommendations to the County which may include that any or all responses be rejected.

**D. Scoring Process**

Response submissions in regard to each scoring category shall be scored and re-scored by each Evaluation Committee member. Responses will be rated individually allowing for more than one response to receive the same score per category; the only exception is the pricing of service category. An initial review of all responses by the County or its designee for completeness and a review on credentials (pass or fail) will be conducted before any response is reviewed by the Evaluation Committee.

Each proposal category will receive the allocated percentage points based on the following criteria:

Points Awarded	Description
<b>100%</b>	<b>Excellent:</b> The response successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor, and the element contributes appropriately to meeting the requirements of the criterion.
<b>75%</b>	<b>Good:</b> The response addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.
<b>50%</b>	<b>Fair:</b> The response broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.
<b>25%</b>	<b>Poor:</b> The response has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.
<b>0%</b>	<b>Fail:</b> The response fails to address the element in all aspects and its relationship to supporting the criterion.

The score for the pricing category will be determined following the formula provided below. The lowest price will be awarded the maximum points for the category. All other pricing proposals will receive a percentage of the maximum points equal to the difference between the Bidder's price and the lowest price proposed. For example, if the lowest price is \$900 and the next lowest is \$1,000, then the latter Bidder would receive 90 percent of the points allocated to this category (i.e.,  $\$900/\$1,000 = 90\%$ ).

Item	Quantity	Proposed Rate	Subtotal
<b>9-1-1 Volume</b>			
Transport Base Rate	20,500		
Mileage (7 miles)	143,500		
Oxygen (10%)	2,050		
<b>Total</b>			
<b>Total/20,500 total transports</b>			

**E. Ranking and Weighing of Proposals**

It is the County's intent to select a Bidder based on the best balance of quality, price, experience, performance assurance, and integration with system needs. Bidders offering services with pricing which substantially varies (i.e., greater than 25 percent) from the market, without justification, will be considered as non-responsive. See Table 5 for overview and Attachment 7 for complete evaluator scoring tool.

Section	Possible Points	
Credentials, Experience, and Local Management Team	70	15%
Compensation Package and Working Conditions	20	5%
Incumbent Work Force	20	5%
Response-Time Commitment	20	5%
Fiscal Strength	20	5%
Equipment Maintenance and Management	20	5%
Billing/Collection Program and Data Integration	20	5%
System Status Plan/Unit Hour Commitment	20	5%
Integration with Existing EMS Stakeholders	70	15%
Commitment to EMS System and the Community	20	5%
Proposed Patient Charges	40	10%
Commitment for Clinical Quality/Innovation	70	20%
<b>Total</b>	<b>410</b>	<b>100%</b>

Table 5

**F. Recommendation to the County**

After completing the scoring of the responses, the Evaluation Committee shall discuss the responses, the scoring, any other relevant considerations, and make a recommendation to the County Director of the Public Health Department as to the proposal that should be accepted.

**G. Deficient Proposal**

Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the Bidder is deficient. It is in the Bidder's interest to submit a complete and accurate proposal.

**H. Submission of Additional Information**

Any Bidder may be asked to meet with the Evaluation Committee to provide clarification and/or answer questions. County staff or its delegate may continue to undertake additional investigation during and after the response review process to verify claims made by the recommended Bidder during the response evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries or any other reasonable means of determining the accuracy and completeness of information supplied by the Bidder.

If the Bidder selected by the Board of Supervisors refuses or fails to accept the Agreement, the Board, after receiving further recommendation from the Director of the Public Health Department, may award the Agreement to the remaining bidder whose proposal has the next highest score. Alternately, the Board may reject all the remaining proposals.



**I. Required Pre-Agreement Bond to Ensure Execution of Agreement**

Upon recommendation by the County staff or designee and at the discretion of the County, the recommended Bidder may be required to post a \$50,000 bond within fifteen (15) days after the notifying the Bidder of his or her recommendation to the Board. The purpose of the bond is to insure the negotiation in good faith of a completed Agreement with the recommended bidder. The bond will be returned to the recommended Bidder upon approval of the Agreement by the Board of Supervisors.

**J. Rejection of Proposals**

The County reserves the right to reject any and all responses with cause or that do not meet the requirements of this solicitation.

**K. Disposition of Proposals**

All materials which are submitted in response to the RFP will become the property of the County and may be returned only at the County's option and at the Bidder's expense. The original copy of each proposal shall be retained for official files. All materials submitted to the County may be subject to the State of California's Public Records Act.

**9.5 Notice of Intent**

A "Notice of Intent to Negotiate" with the successful Bidder will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate Agreement negotiation. This "Notice of Intent to Negotiate" will be sent to all participating Bidders by U.S. postal mail and/or email.

A "Notice of Intent to Award" with the successful Bidder will be sent to all participating Bidders upon completion of the Agreement negotiation and the Agreement is on the Board of Supervisors agenda. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail and/or email.

**9.6 News Releases**

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

**9.7 Debriefing**

A debriefing shall be held before the award of the Agreement upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Department Of Administrative Services-Purchasing at 2222 M Street, Room 1, Merced, CA within three (3) working days following the County's release of the "Notice of Intent to Negotiate." Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee determinations of your company's submitted response as it relates to the evaluation criteria as stated herein above. The debriefing may be held, at the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting unsuccessful bidders to the County's RFP is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Agreement.

## **9.8 Protest**

Should an unsuccessful Bidder request a debriefing, and believes its response to be the most responsive to the County's proposal and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Agreements on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must have gone through the debriefing process described above and must provide facts and evidence to support the protest.

Protest(s) to County's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer  
County of Merced  
2222 M Street  
Merced, California 95340

All protests in relationship to the County's intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County's transmission, by U.S. postal mail or email, of the "Notice of Intent to Award" to the Bidder.

## **9.9 Protest Procedures**

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth herein. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating the concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgment of the County Executive Officer, or his/her designee, or the County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

**Section 10: Signature Forms**

**Form 1: Signature Page**

(BIDDER TO COMPLETE AND PLACE IN FRONT OF RESPONSE)

INDIVIDUAL/COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

**“I certify that I have read the Sample Agreement (Attachment 6) pursuant to the submittal of a Request for Proposal (RFP) and will comply with said Sample Agreement, unless otherwise noted by exception herein, as of the date and time of close of this proposal”.**

\_\_\_\_\_  
Authorized Representative - Name Title

\_\_\_\_\_  
Signature (in blue ink) Date

Business License No.: (Merced City) \_\_\_\_\_

(Merced County) \_\_\_\_\_

Professional License No.: \_\_\_\_\_

Taxpayer Identification No.: \_\_\_\_\_

## Form 2: Declaration of Minimum Qualifications

A prospective Bidder must have the experience, a good performance record and the capacity to perform the required services to qualify as the contractor. The following list of qualifications and request for information is necessary to evaluate a prospective Bidder's qualifications. Prospective bidders must submit all information requested in this section. Prospective bidders must meet all of the contractor qualifications to be considered.

### A. General Qualifications

Applicant agency:

1. Demonstrated experience as an ALS ambulance service provider to populations over 150,000 residents or equivalent experience in a single contiguous area.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

2. Is an organization that can adequately staff and train employees to perform required services or demonstrates capability for recruiting such staff.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3. Complies with applicable Federal, State and Merced County's local laws and regulations regarding equal opportunity requirements.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

4. Provides services that benefit Merced County residents.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

5. Is able to provide evidence upon request that it has or can obtain all insurance required by the County of Merced.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

**Form 2 (Continued)**

6. Is able to provide the County with accessible, multi-culturally competent services.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

7. Is able to leverage funds to provide services for the length of the contract.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

**B. Statement of Experience**

Complete the following:

1. Complete business name and address:
2. Federal Tax ID number:
3. Legal entity by which a proposal will be submitted (such as Corporation, Co- partnership, Combination):
4. Number of years in business under the present business name, as well as any related prior business names:
5. If, during the last two years, any contract was terminated prior to the original termination date of a contract, failed to complete a contract, or refused to complete a contract, complete 5.a–5.d for each such contract. Use additional sheet if needed. a. Date of completion of contract:
b. Type of services:
c. Duration of contract:
d. Reason for termination:
6. Give explanation of any litigation involving the prospective contractor or any principal officers thereof in connection with any contract:

**Form 3: List of Organizational Governing Board Members**

Agency Primary Business Address (street, city, state, zip):
-------------------------------------------------------------

Name of Applicant Agency:
---------------------------

Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:



**Form 3 (Continued)**

Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:

**Form 4: Non-Collusion Declaration**

**COUNTY OF MERCED  
NON-COLLUSION DECLARATION**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RFP

I, \_\_\_\_\_, am the  
(Print Name)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position/Title) (Company)

the party making the foregoing Submission, affirming that this Submission is not made in the interest of, or on behalf of, any undisclosed person, business or other entity; that this Submission is genuine and neither collusive nor bogus; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a bogus Submission; and has not directly or indirectly colluded or arranged with any other Respondent or anyone else to submit a bogus Submission, or that any other Respondent or anyone else shall refrain from submitting a Submission; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with any other Respondent or anyone else to fix the Submission price of the Respondent or of any other Respondent, or to fix any overhead, profit, or cost element of the Submission price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract; that all statements contained in this Submission are true; and that the Respondent has not, directly or indirectly, submitted his/her Submission price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, business, bid depository or other entity, or to any member or agent thereof to effectuate a collusive or bogus Submission or Submission price.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

\_\_\_\_\_  
(Signature)

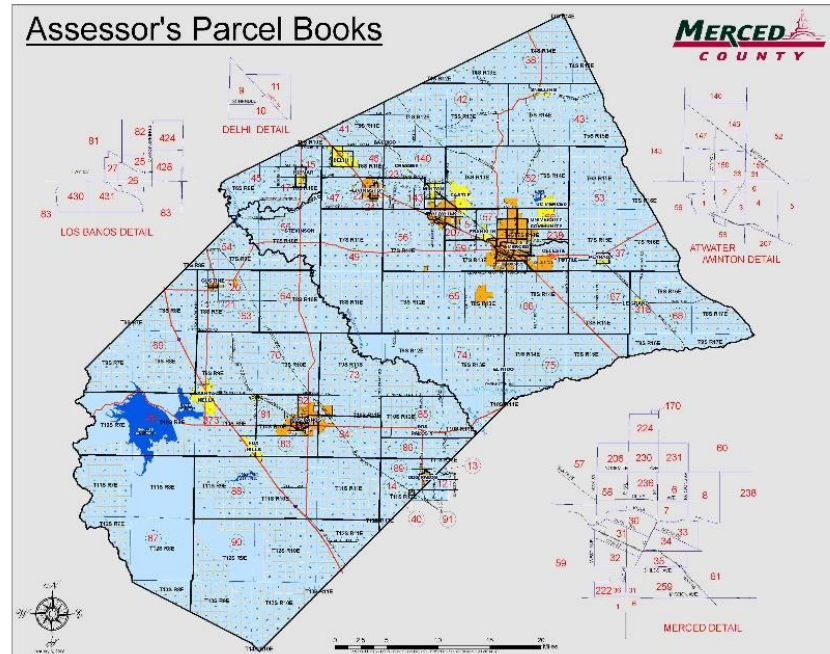
\_\_\_\_\_  
(Date)

**Section 11: Attachments**

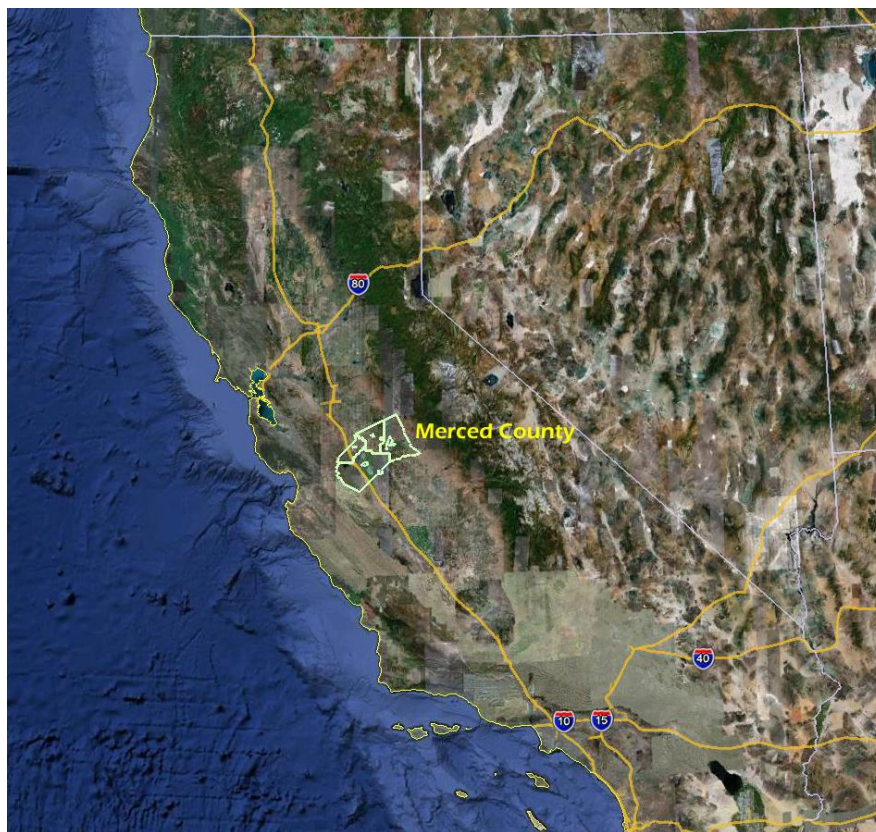
## Attachment 1: Overview of Merced County

### Geographic Profile

Merced County, in terms of geography with square miles, is the 25<sup>th</sup> largest County in California.

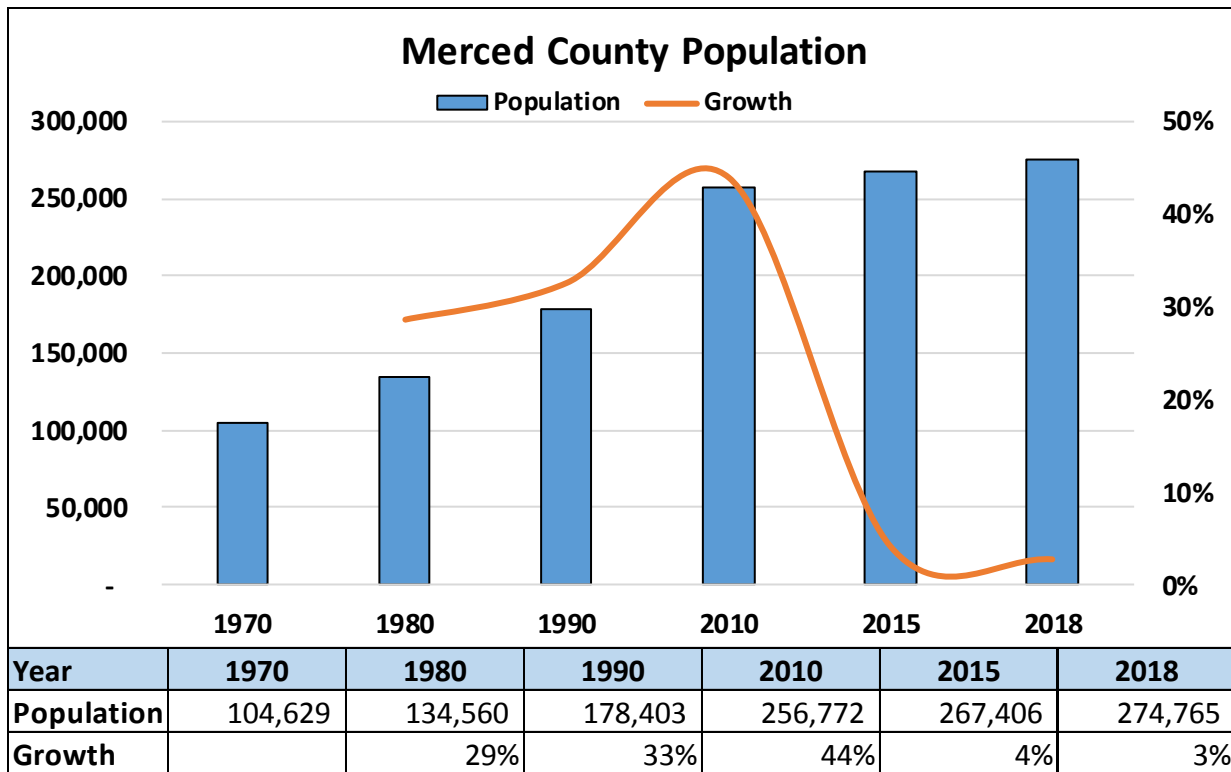


This map shows the position of Merced county within the state of California.



## Demographic Profile

The 2018 population estimates from the US Census Bureau shows Merced County's population at 274,765 residents. Figure 1 shows the US Census Bureau population data for Merced County over the last 48 years. While the County has grown by over 170,000 people since 1970, its growth has slowed dramatically and is 1.1 percent currently.



Source: US Census Bureau

Figure 1

Figure 2 shows population projections for the next twelve years in Merced County. Population is projected to increase by 42,000 residents by 2030, a growth rate of 1.1 percent per year – higher than the growth rate of 0.74% in the last eight years.

Population Projections					
Year	2018	2020	2030	2020-2030 Change	Average Annual Change
Population	274,765	285,690	316,769	10.9%	1.1%

Source: [http://www.dot.ca.gov/hq/tpo/offices/eab/socio\\_economic\\_files/2018/pdf/Merced.pdf](http://www.dot.ca.gov/hq/tpo/offices/eab/socio_economic_files/2018/pdf/Merced.pdf)

Figure 2

Figure 3 displays Merced County's 2018 demographic profile as compared to California and the United States obtained from the US Census Bureau.

Demographics, 2018						
	Merced		California		United States	
Population						
Total	274,765	100.0%	39,557,045	100.0%	327,167,434	100.0%
Male	138,756	50.5%	19,659,851	49.7%	160,966,378	49.2%
Female	136,009	49.5%	19,897,194	50.3%	166,201,056	50.8%
Age						
<5 years	21,432	7.8%	2,492,094	6.3%	19,957,213	6.1%
<18 years	81,330	29.6%	9,058,563	22.9%	73,939,840	22.6%
18-65 years	141,504	51.5%	22,507,959	56.9%	182,232,261	55.7%
65+ years	30,499	11.1%	5,498,429	13.9%	51,038,120	15.6%
Race and Hispanic Origin						
White	225,307	82.0%	28,639,301	72.4%	250,610,254	76.6%
Black	10,716	3.9%	2,571,208	6.5%	43,840,436	13.4%
American Indian/Alaska Native	6,869	2.5%	632,913	1.6%	4,253,177	1.3%
Asian	21,981	8.0%	6,012,671	15.2%	18,975,711	5.8%
Native Hawaiian/Pacific Islander	109,906	40.0%	19,778,523	50.0%	65,433,487	20.0%
Two or more races	8,518	3.1%	1,542,725	3.9%	8,833,521	2.7%
Hispanic/Latino	163,760	59.6%	15,466,805	39.1%	59,217,306	18.1%
White, no Hispanic/Latino	76,110	27.7%	14,715,221	37.2%	198,590,632	60.7%

Source: US Census Bureau

Figure 3

## Attachment 2: EMS Zone Maps and Data

### EOA Response Zones

There are currently two response zones in Merced County – High Call Density and Low Call Density (Figure 4). Anything beyond the “1-mile buffer” is considered Low Call Density; all other calls are part of the High Call Density Response Zone. This RFP specifically excludes the West Side Healthcare District which the District will continue cover.

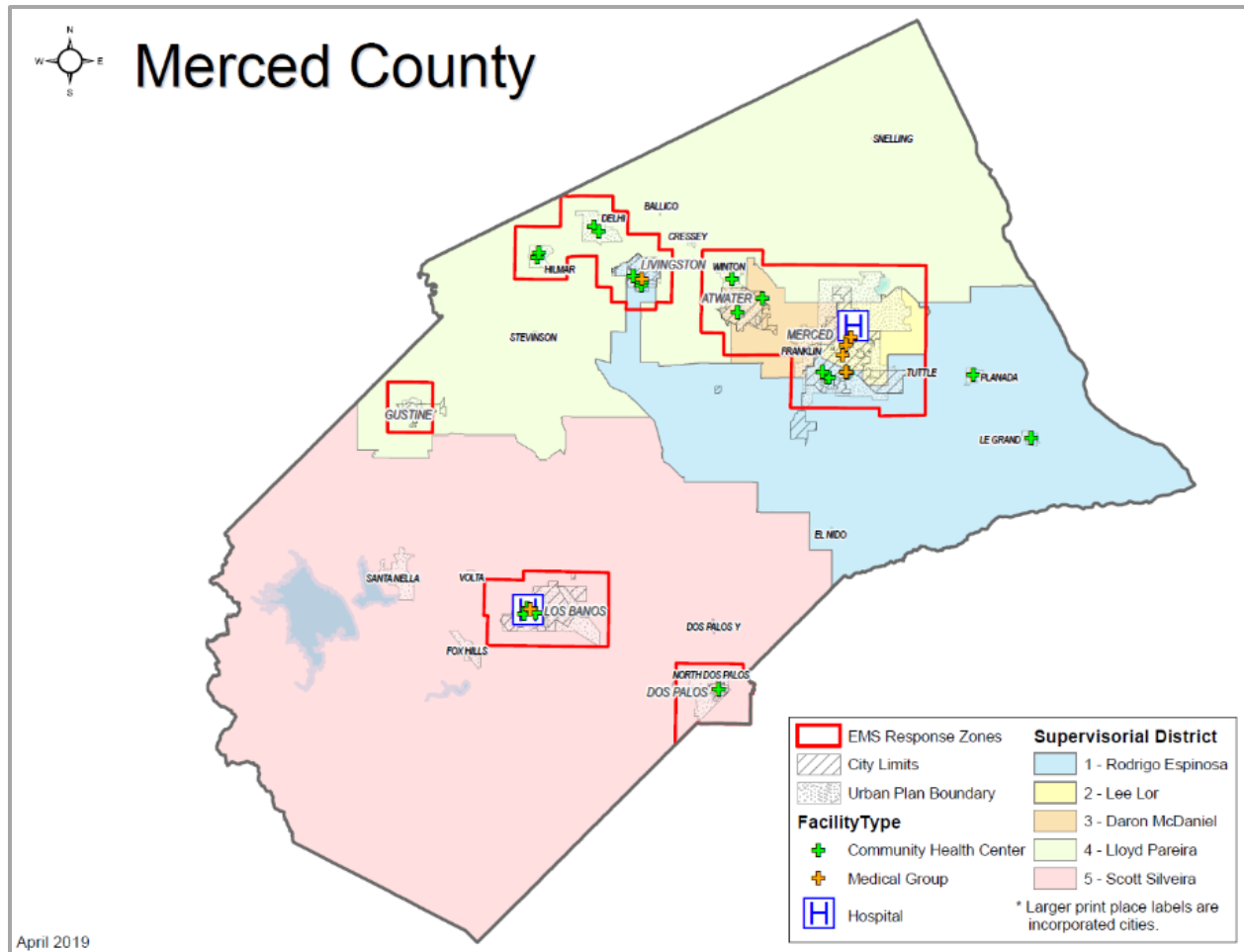
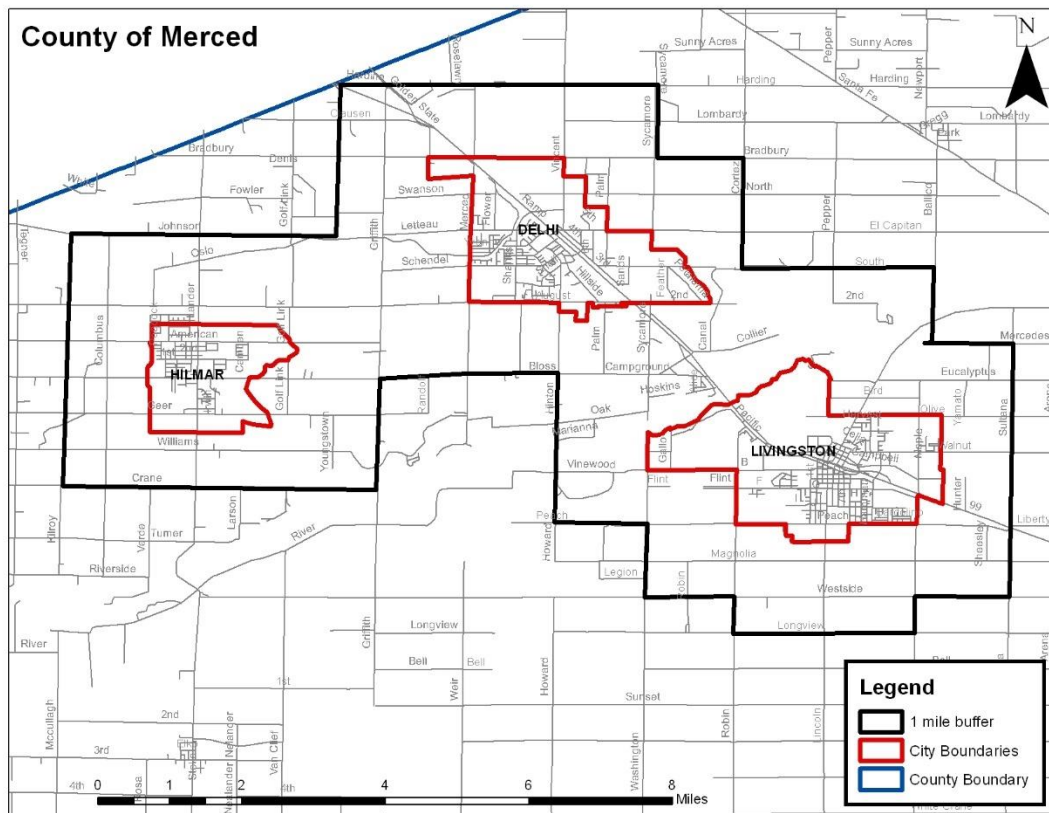
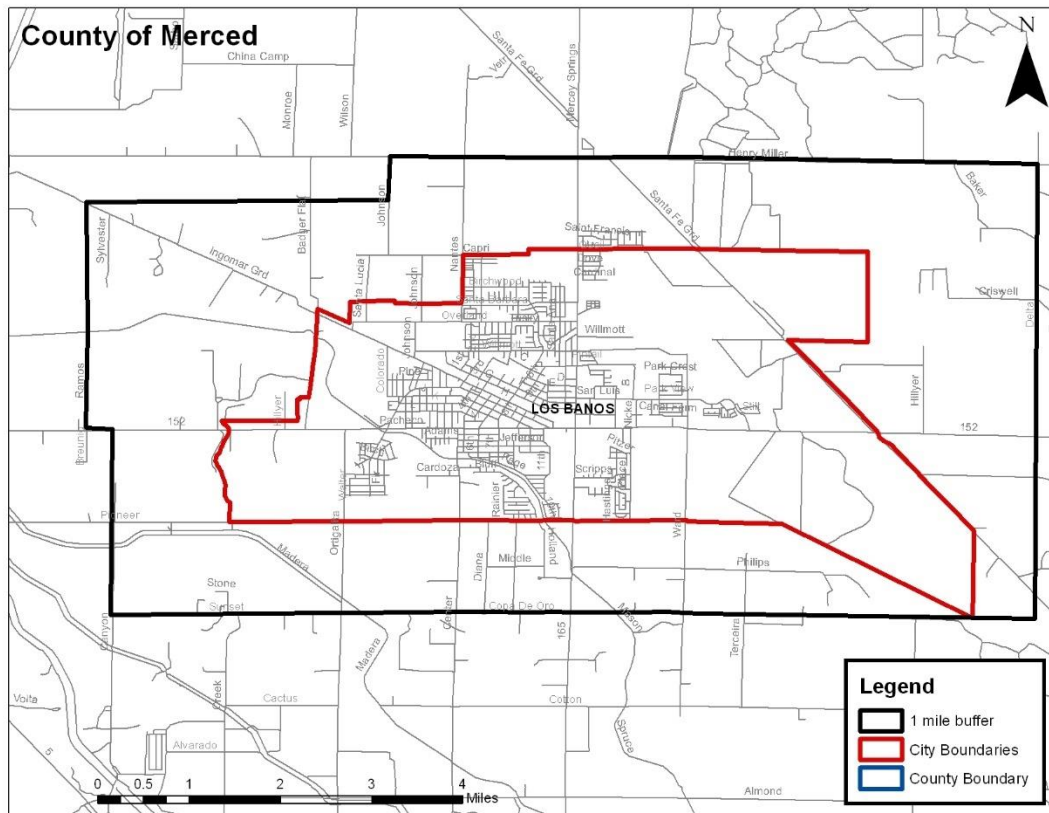
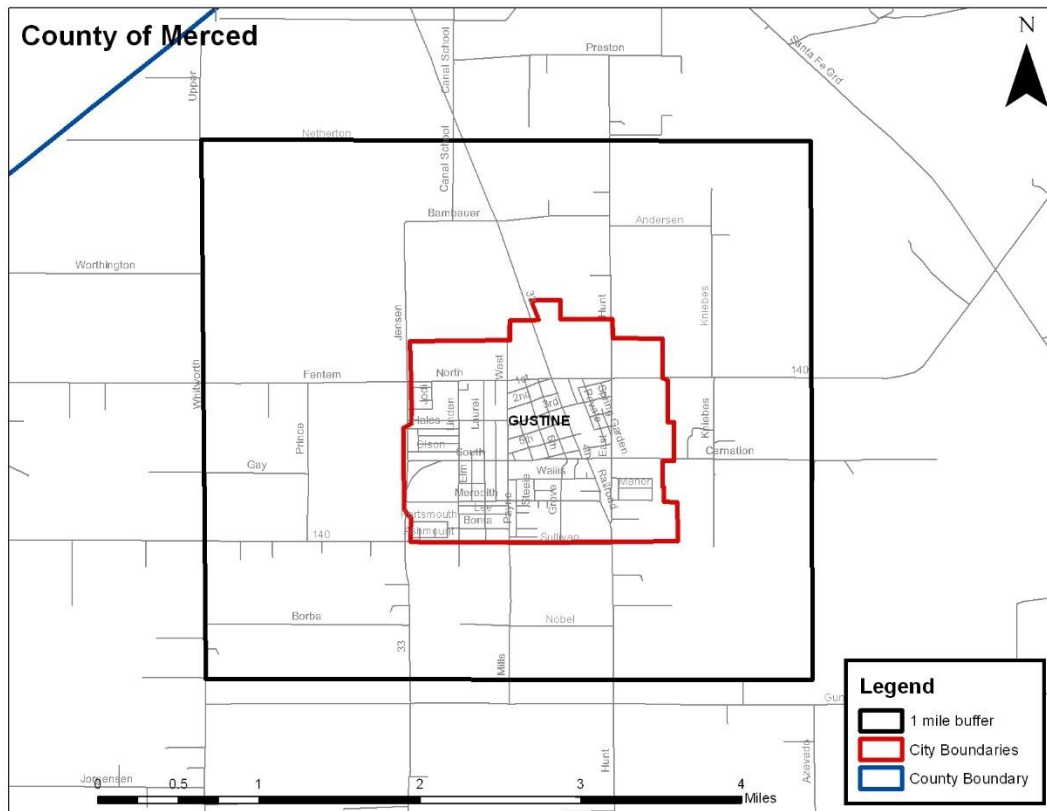
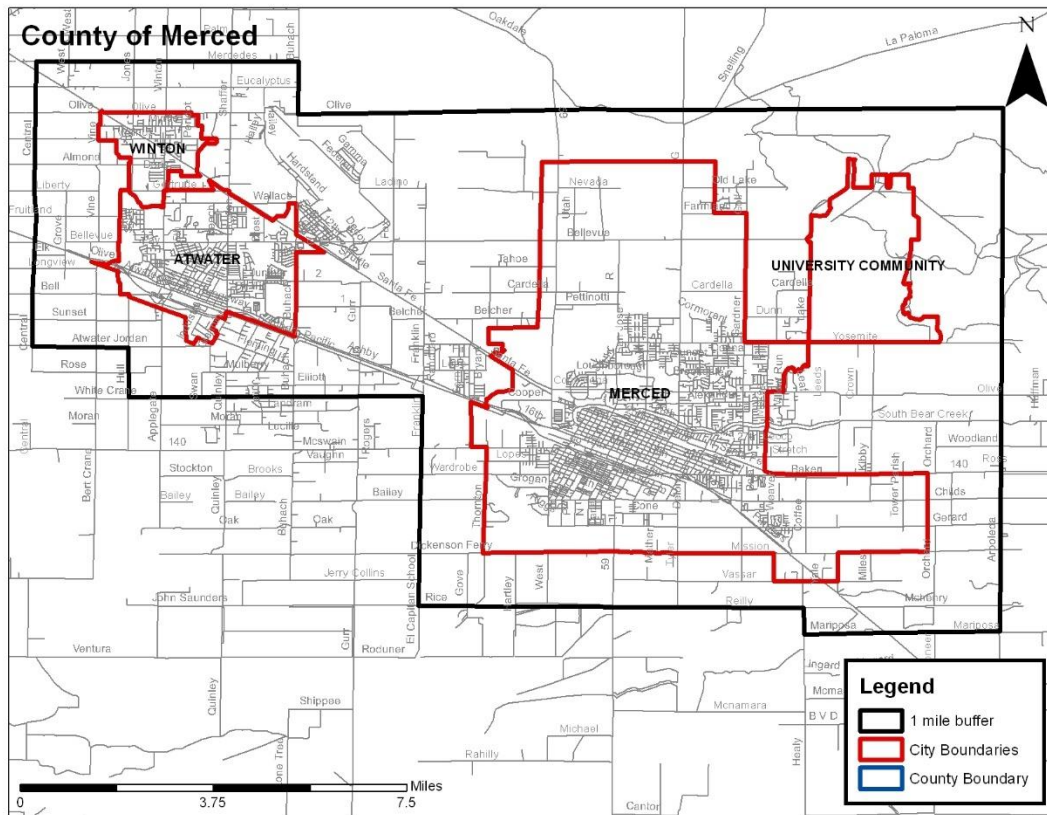
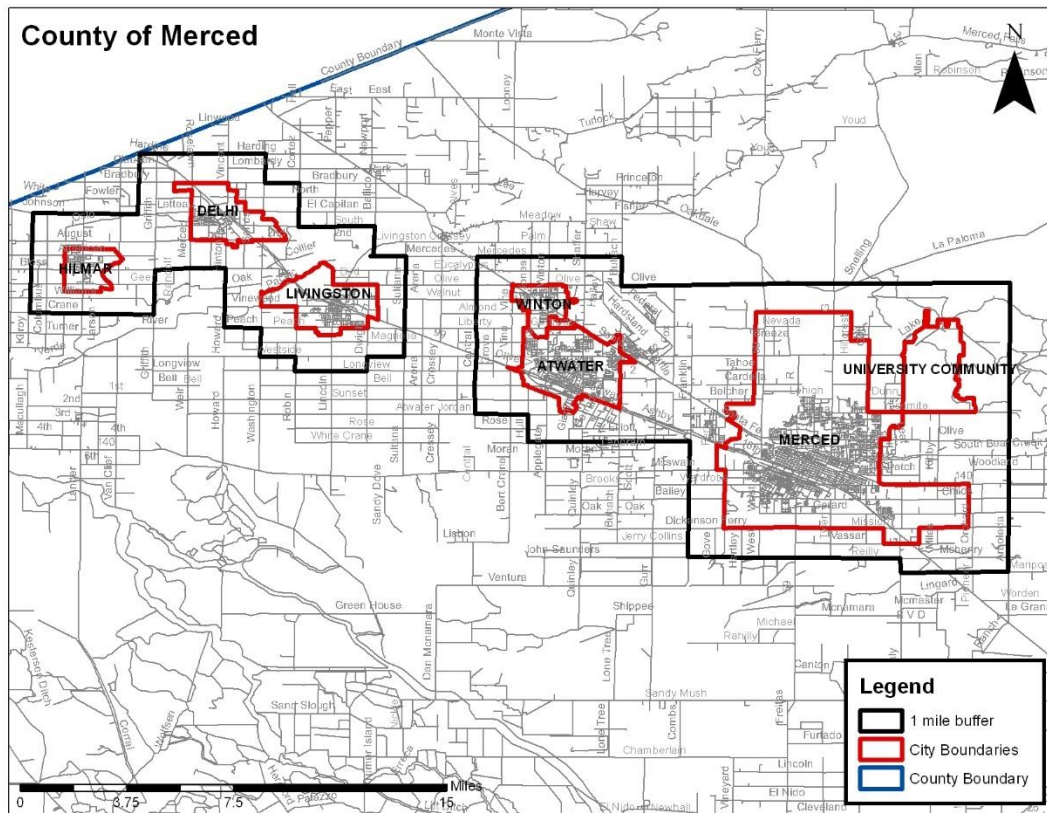
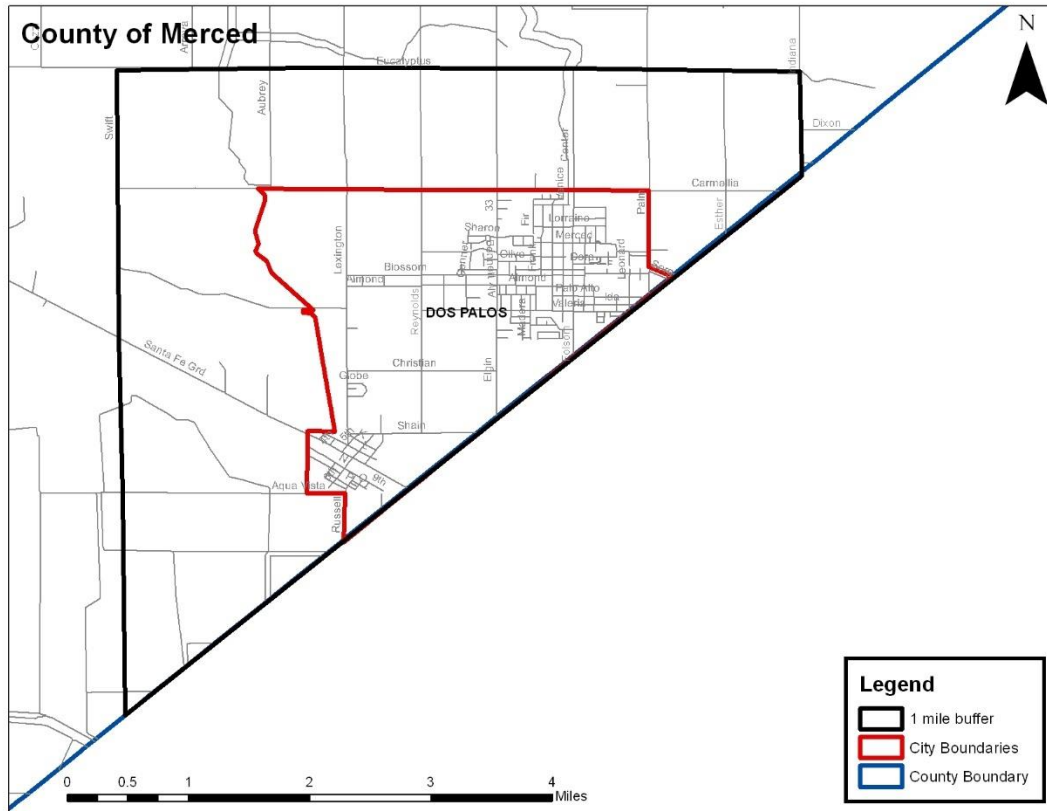


Figure 4



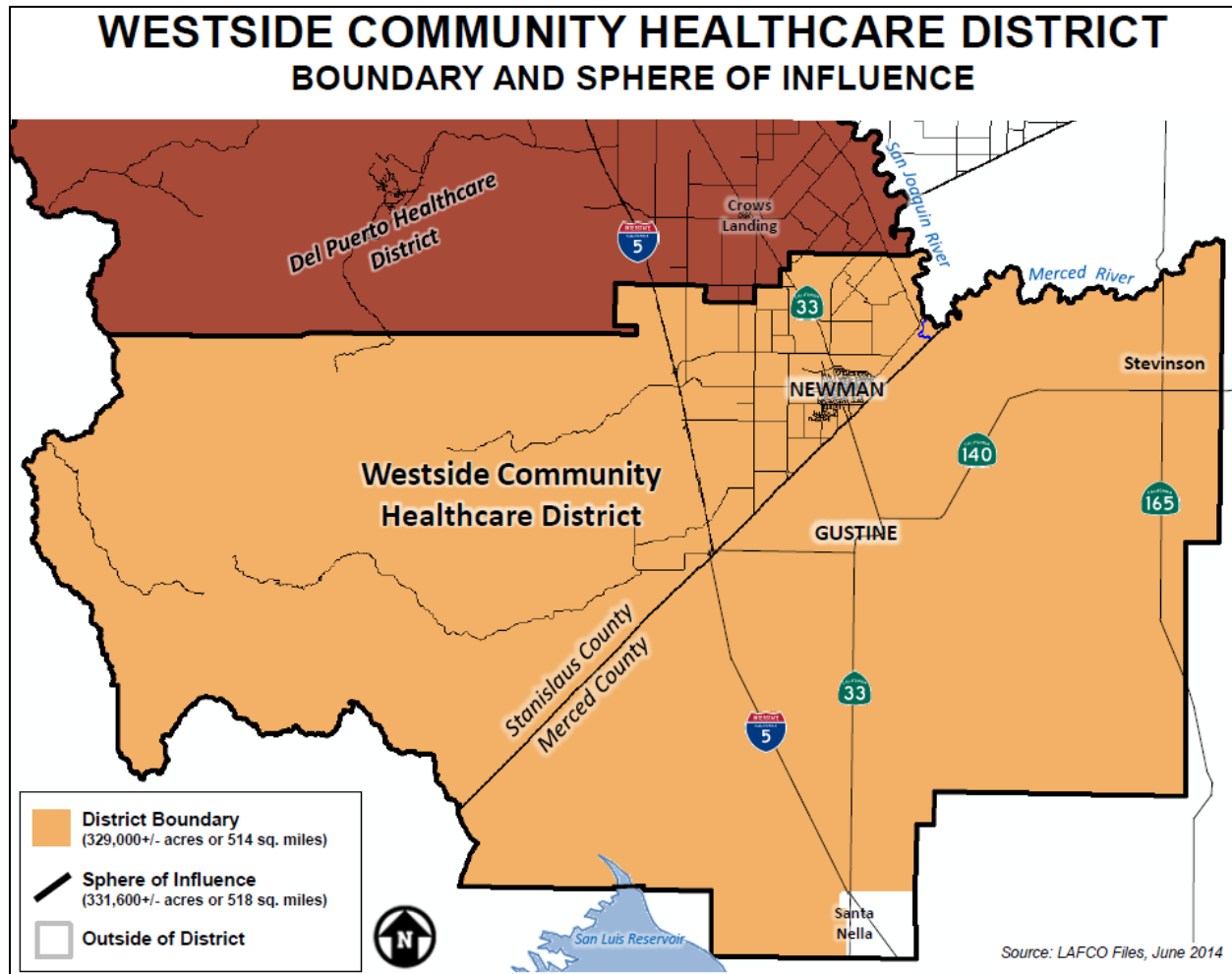






### West Side Healthcare District (WSHD)

The current agreement includes WSHD and, therefore, the data provided is inclusive of WSHD calls. The new RFP does not include this district as shown on the map to the right.



### EMS Transports

All 9-1-1 transports are currently performed by the contracted EOA provider, which includes a subcontract with Westside Healthcare District, and backup transports provided by out-of-county mutual aid (Figure 5).

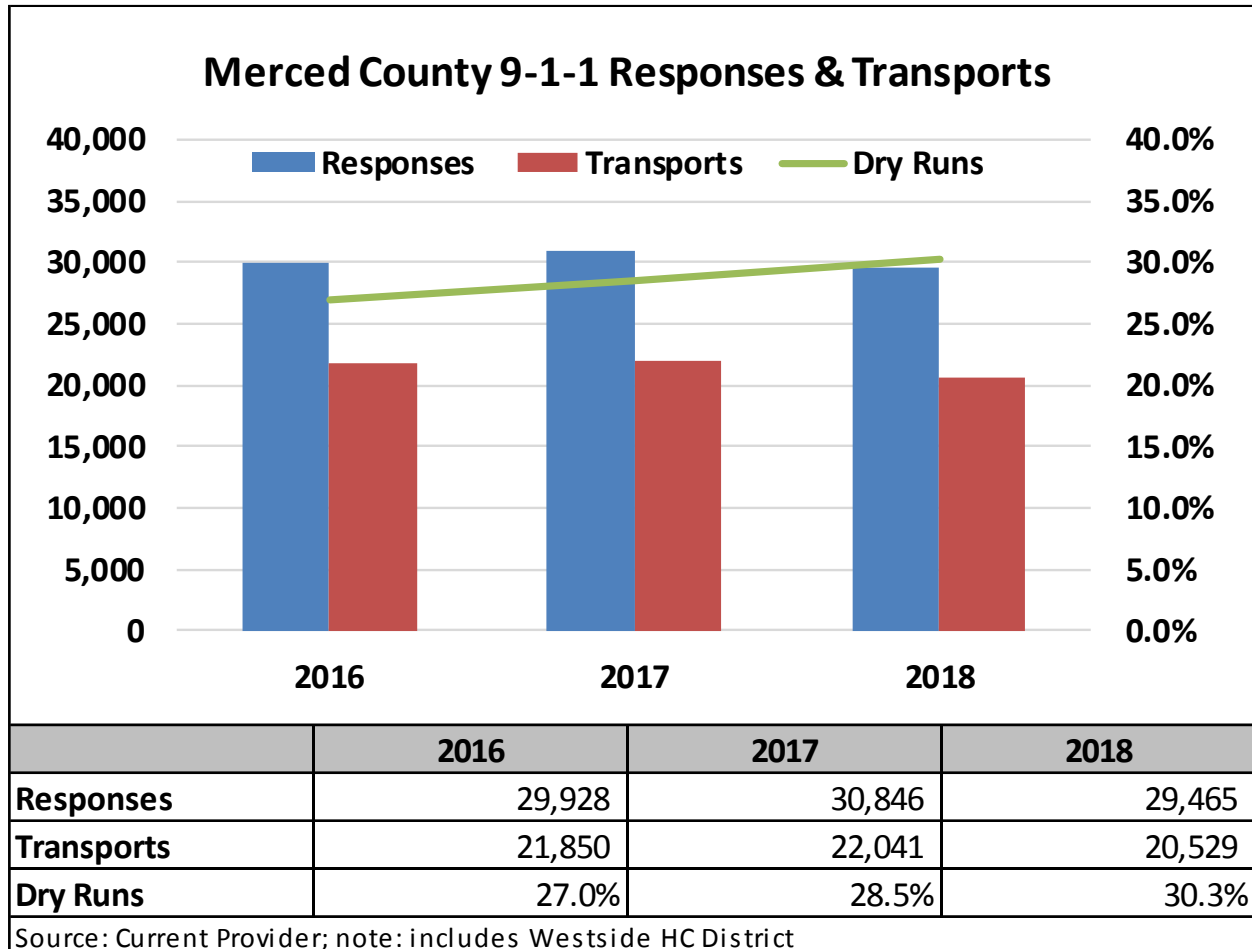


Figure 5

Data obtained from the California Office of Statewide Health Planning and Development (OSHPD) shows EMS visits and admissions to hospitals in the County (Figure 6).

EMS Hospital Visits and Admission Rate						
Facility	EMS visits		Admissions		Admission Rate	
	2015	2016	2015	2016	2015	2016
Memorial Hospital-Los Banos	35,206	34,419	879	942	2.5%	2.7%
Mercy Medical Center	67,920	69,317	6,878	8,121	10.1%	11.7%
<b>Total</b>	<b>103,126</b>	<b>103,736</b>	<b>7,757</b>	<b>9,063</b>	<b>7.5%</b>	<b>8.7%</b>

Source: OSHPD Annual Utilization Data

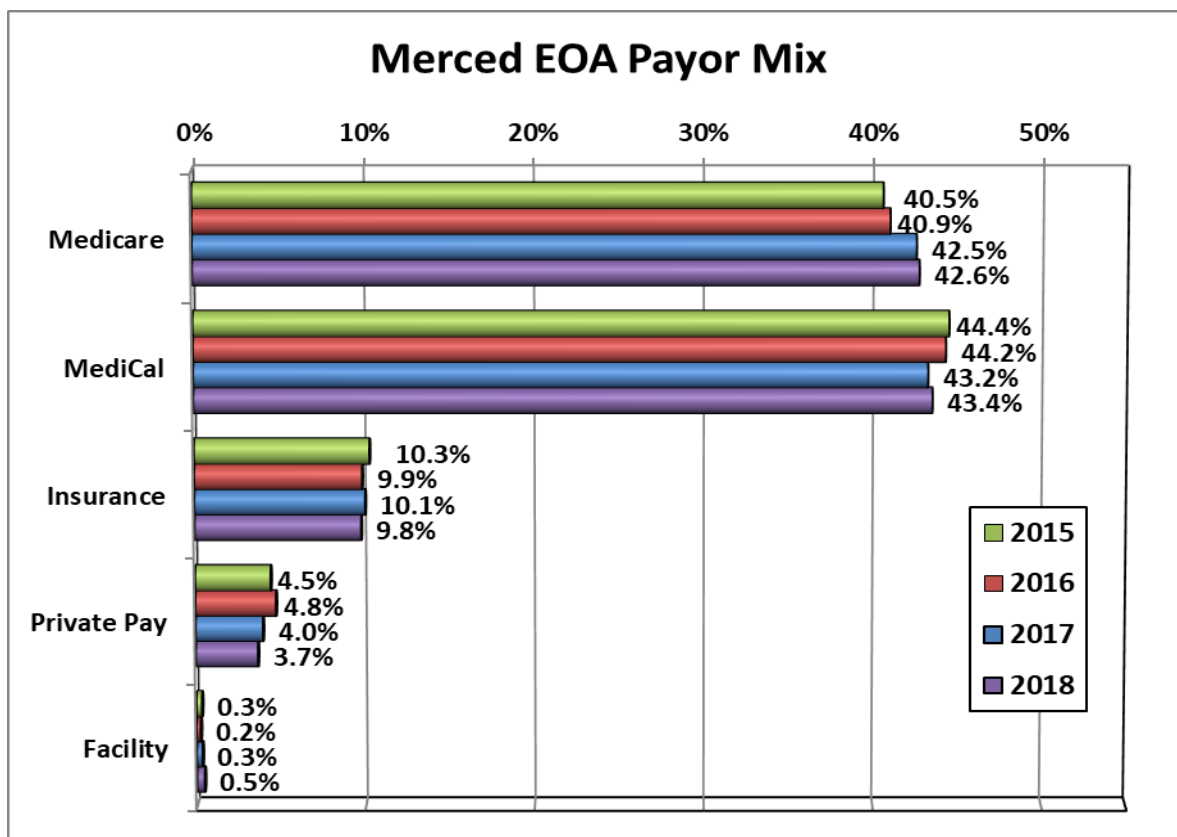
Figure 6

Figure 7 reflects the 9-1-1 payor mix for the current provider, who serves the entire EOA/County.

Payor Mix				
Payor Type	2015	2016	2017	2018
Medicare	40.5%	40.9%	42.5%	42.6%
MediCal	44.4%	44.2%	43.2%	43.4%
Insurance	10.3%	9.9%	10.1%	9.8%
Private Pay	4.5%	4.8%	4.0%	3.7%
Facility	0.3%	0.2%	0.3%	0.5%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

Source: Existing provider  
Note: Includes IFT and 9-1-1 transports

Figure 7





### **Attachment 3: EMS Definitions**

The following terms and abbreviations are utilized throughout the RFP.

**Advanced Life Support (ALS)** – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

**Against Medical Advice (AMA)** – Patients refusing treatment and/or transport even when the EMT or paramedic is recommending there is a need for care.

**ALS Unit** – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT-1 and one EMT-P.

**Ambulance** – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

**Ambulance Unit** – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

**Automated External Defibrillation (AED)** – A procedure to delivery electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

**Average Response Time** – A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

**Ambulance Service** – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

**At Scene** – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate.

**Basic Life Support (BLS)** – As defined in Health and Safety Code Section 1797.60.

**BLS Unit** – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

**California Division of Occupational Safety and Health Agency (CAL/OSHA)** – State agency that protects and improves the health and safety of working men and women in California.

**Call Queuing** – Stacking of calls waiting to be processed.

**Call Reception** – The process of answering the telephone and processing information for the caller in an emergency dispatch center.

**Call Prioritization** – A process in which requests for service are prioritized based on predefined and audited criteria.

**Cardio-Pulmonary Resuscitation (CPR)** – An emergency procedure that combines chest compressions often with artificial ventilation to manually preserve intact brain function.

**Central California Alliance for Health (Alliance)** – A regional non-profit health plan that provides managed care for lower income residents within the County through the State's County Organized Health System model.

**Chronic Referrals** – Chronic referrals for mutual response in rural areas of the County are defined as any three (3) consecutive months where five (5) or more requests are referred to an outside agency.

**Commission on the Accreditation of Ambulance Services (CAAS)** – A group that encourages and promotes quality patient care in medical transportation systems. CAAS is an independent commission that established a comprehensive series of standards for the ambulance service industry.

**Computer-Aided Dispatch (CAD)** – A system consisting of associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

**Continuous Quality Improvement (CQI)** – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

**Critical Incident Stress Management (CISM)** – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

**Demand Analysis** – The deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.

**Deployment** – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the time period.

**Diagnostic Related Group (DRG)** – A bundled collection of billing codes that represents a specific injury or illness.

**Dispatch Time** – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

**Electronic Patient Care Report (ePCR)** – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

**Emergency** – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

**Emergency Air Ambulance** – An aircraft with emergency medical transport capabilities.



**Emergency Ambulance** – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

**Emergency Call** – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

**Emergency Department (ED)** – An approved receiving department within a licensed hospital.

**Emergency Medical Dispatch (EMD)** – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

**Emergency Medical Services (EMS)** – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

**EMS System** – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

**Emergency Medical Technician (EMT)** – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

**Emergency Medical Technician-Paramedic (EMT-P)** – Individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

**Enroute Time (Out of Chute)** – The elapsed time from unit alert to unit enroute. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

**First Responder** – An agency with equipment and staff (e.g. fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

**First Responder ALS (FRALS)** – Non-transport units that provide ALS level of service staffed by at least one paramedic.

**Fractile Response** – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90<sup>th</sup> percentile, or 90 percent, standard is most commonly used. When a 90<sup>th</sup> percentile response time standard is employed, 90 percent of the applicable calls are answered in less than eight minutes, while only 10 percent take longer than eight minutes.

**Full Costs** – The total costs including baseline plus marginal costs to achieve a new program.

**Ground Emergency Medical Transportation (GEMT)** – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of Medi-Cal members.

**Global Positioning System (GPS)** – A system that utilizes satellite data to determine location.

**Health Insurance Portability and Accountability Act (HIPAA)** – legislation that provides data privacy and security provisions for safeguarding medical information.

**Incident Command System (ICS)** – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

**Institute for Health Improvement (IHI)** – Organization known for healthcare expertise, help, and encouragement for change in health care, including the creation of the Triple Aim objective.

**Interfacility Transports (IFT)** – Ambulance transports between healthcare facilities, typically non-emergency.

**Inter-Governmental Transfer (IGT)** – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of managed care Medi-Cal members.

**Intervention Time** – The actual time spent by field personnel directly with the patient, including treatment at the scene and transport to the destination.

**LEMSA** – Local EMS agency; see Merced County EMS Agency.

**Marginal Costs** – the difference between the existing or baseline cost and the new cost necessary for an existing entity to achieve a new program.

**Medical Priority Dispatch System (MPDS)** – A set of established protocols utilized by dispatchers to determine the level of response necessary.

**Multi-Casualty Incident (MCI)** – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

**Medical Base Hospital** – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

**Medical Director** – shall mean the Merced County EMS Agency Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

**Medical Protocol** – Written standards for patient medical assessment and management.

**Mutual Aid** – shall refer to: 1) responses into the Merced County EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the Merced County EOA for the purpose of assisting the ground transport provider in an adjacent service area.

**National Fire Protection Association (NFPA)** – A trade association that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments, including ambulance design and safety.

**National Incident Management System (NIMS)** – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

**NetCom** – Merced County Regional 9-1-1 Communications Center.

**Occupational Safety and Health Agency (OSHA)** – Federal agency that protects and improves the health and safety of working men and women.

**Online Compliance Utility (OCU)** – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

**Paramedic** – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also known as an EMT-P.

**Paramedic Unit** – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in Merced County shall be one (1) EMT-P and one (1) EMT-1.

**Peak-Load Staffing** – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

**Post-to-Post Move** – Movement of an ambulance from one designated posting (positioning) location to another designated post.

**Post** – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

**Priority 1 and 2 Call** – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with County policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

**Priority 3 Call** – Any request for service designated as non-life threatening by dispatch personnel in accordance with County policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

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

**Productivity** – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

**Public Access Defibrillation (PAD)** – A program that place automatic external defibrillators throughout communities.

**Public Safety Answering Point (PSAP)** – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

**Quick Response Vehicle (QRV)** – A vehicle equipped per LEMSA protocols, but does not transport patients; often used as a FRALS unit.

**Release at Scene (RAS)** – Patients refusing treatment and/or transport when the paramedic agrees there is no need for care.

**Response Time** – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

**Return of spontaneous circulation (ROSC)** – Resumption of sustained perfusing cardiac activity associated with significant respiratory effort after cardiac arrest.

**Revenue** – Increases to equity from any source. Ambulance sales are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

**Merced County EMS Agency** – The local EMS agency (LEMSA) empowered by the Merced County Board of Supervisors to contract for ambulance service that will provide coverage within the EOA.

**ST-Elevation Myocardial Infarction (STEMI)** – A heart attack caused by the complete blockage of a heart artery.

**Standardized Emergency. Management System (SEMS)** – A structure for coordination between the government and local emergency response organizations.

**Standby Service** – The dispatch of an emergency ambulance unit(s) by County Dispatch or other PSAP authorized by the County at the specific request of a public safety agency to a position of immediate availability.

**System Standard of Care** – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

**System Status Management** - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

**System Status Plan (SSP)** – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

**Transport Volume** – The actual number of requests for service that result in patient transport.

**Unit Activation Time** – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is actually enroute to the scene.

**Unit Hour** – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

**Unit Hour Utilization (UHU) Ratio** – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period, by the number of unit hours (hours of service) produced during the same period. Special event coverage and certain other classes of activity are excluded from these calculations.

**Utilization** – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours consumed in productivity with the total available unit-hours.

**WSHD** – West Side Healthcare District

**Workload** – measure of work performed by on-duty units during any given period.

#### **Attachment 4: Current Rates**

The following rates are approved and effective January 1, 2019:

<b>Level of Service</b>	<b>Current Rate</b>
ALS – EMERGENCY BASE RATE	\$3,713.15
ALS – NON-EMERGENCY BASE RATE	\$3,713.15
BLS – EMERGENCY BASE RATE	\$3,713.15
BLS – NON-EMERGENCY BASE RATE	\$1,545.00
CCT – CRITICAL CARE BASE RATE	\$8,755.00
MILEAGE (per loaded mile) RATE	\$71.07
TREAT/NO TRANSPORT RATE	\$318.27
NIGHT CHARGE	\$212.18
OXYGEN FEE	\$106.09

## Attachment 5: Report Card

Merced County Transport Report Card				
Criterion	Actual	Goal	Weighted Value	Score
<b>Cardiac Arrest</b>				
End-tidal CO2 monitored		90.0%	3.0%	-
If ROSC achieved, transport to a STEMI center (with notification)		90.0%	3.0%	-
Complete documentation (see System QI P&P)		90.0%	3.0%	-
<b>Respiratory Distress</b>				
Mental Status assessed/documented		90.0%	3.0%	-
bronchodilator administration for wheezing		85.0%	3.0%	-
Beta2 agonist administration for adults		85.0%	3.0%	-
<b>Airway Management</b>				
End-tidal CO2 performed on any successful ET intubation		90.0%	3.0%	-
Other confirmation techniques (e.g., visualize chords, chest rise, auscultation)		90.0%	3.0%	-
Complete documentation (see System QI P&P)		90.0%	3.0%	-
<b>STEMI</b>				
ASA administration		90.0%	3.0%	-
SpO2 recorded		95.0%	3.0%	-
12 LEAD EKG acquired within 5 minutes		80.0%	3.0%	-
Scene time less than 15 minutes		80.0%	3.0%	-
Transport to STEMI center rate (with notification)		95.0%	3.0%	-
Complete documentation (see System QI P&P)		90.0%	3.0%	-
<b>Stroke</b>				
Time last seen normal		90.0%	3.0%	-
Use of a prehospital BEFAST stroke scale		90.0%	3.0%	-
Blood glucose documented		90.0%	3.0%	-
Scene time less than 15 minutes		80.0%	3.0%	-
Complete documentation (see System QI P&P)		90.0%	3.0%	-
<b>Trauma</b>				
PAM scale recorded		90.0%	3.0%	-
Scene time less than 15 minutes		50.0%	3.0%	-
Trauma center destination		90.0%	3.0%	-
Complete documentation (see System QI P&P)		90.0%	3.0%	-
<b>Safety</b>				
Employee injuries per 10,000 hours worked		1.00	2.0%	-
Employee turnover rate		25.0%	4.0%	-
Protocol compliance rate per chart review (high acuity, AMA/RAS, & random)		90.0%	6.0%	-
<b>Patient Satisfaction (use standardized questions to allow inter-agency comparison)</b>				
Communication by medics (patient and family)		97.2%	2.0%	-
Care shown by the ambulance crew		94.4%	2.0%	-
Skill and professionalism of our ambulance crew		93.8%	2.0%	-
Cleanliness of ambulance		94.1%	2.0%	-
Ride of the ambulance		92.3%	2.0%	-
<b>ePCR Submission Compliance</b>				
At time of patient drop off (over 90 days)		90.0%	2.0%	-
High acuity (ROSC, STEMI, Stroke, Trauma) cases at time of drop off		95.0%	2.0%	-
Completed within 24 hours		100.0%	2.0%	-
<b>Total Standards</b>			<b>100.0%</b>	<b>-</b>

**Green: Meet/Exceed Goal**

**Orange: 0-20% Below Goal**

**Red: >20% Below Goal**

### Standards must be...

- 1) Meaningful to the patient
- 2) Measurable by the system (via FirstWatch)
- 3) Manageable by the provider

### Liq. Damage Relief

Score	Relief
95-100	100%
90-94.99	75%
85-89.99	50%
80-84.99	25%

## Attachment 6: Sample Agreement

### AGREEMENT FOR SPECIAL SERVICES BETWEEN

#### AND MERCED COUNTY

#### MERCED COUNTY CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and (name of contracting company or individual; specify the type of organization such as - government agency, individual, corporation, partnership, i.e. "California Skilled Nursing and Care Company", a California Corporation), located at (Street Address, Suite No., City, State) (hereinafter referred to as "Contractor").

WHEREAS, County desires to contract with Contractor for special services which consist of (list the type of services you desire to contract for, Example, - the rendering of a skilled nursing care and special treatment program); and

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services in connection with (list type of services to be rendered, Example, - a certified skilled nursing care and special treatment program through the utilization of Contractors facility and staff) pursuant to (include any government code sections that may be applicable to this agreement, Example, California Health and Safety Code XXXX); and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

#### 1. SCOPE OF SERVICES

Contractor shall provide (list type of services to be rendered, Example, - a certified skilled nursing care and special treatment program through the utilization of Contractors facility and staff) services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractor's services include, but are not limited to, the following:

- A. (describe in detail the service to be performed by Contractor)
- B. ( " " )

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - (i.e., County's Request for Proposal, Statement of Work, etc.)
- Exhibit B - (i.e., Contractors Responding Proposal, Proposed Budget, etc.)
- Exhibit C - (i.e., Related Documentation)



**1. TERM**

In accordance with Sections IV (G) (12) and IV (G)(13) of the RFP the Initial Term of this Agreement shall commence on the First (1<sup>st</sup>) day of July, 2020, and continue until the Thirtieth (30<sup>th</sup>) day of June, 2025, unless sooner terminated in accordance with the section 5 of this Agreement. As provided in the RFP, LEMSA may grant one (1) extension of the Agreement for up to five (5) additional years.

**2. COMPENSATION**

All rates and charges for services by the Contractor shall be approved by the Director of Public Health including contract services with County agencies, cities and districts or any other special service arrangement within the County.

All bills submitted by Contractor to any private party, public entity or third-party payor for services rendered in accordance with the Agreement shall not exceed the rates and charges which have been approved by the Director of Public Health.

Contractor shall be assessed an Annual Permit to Operate fee in accordance with the approved fee schedule for the Health Department established pursuant to Section 101325 of the California Health and Safety Code. The funds generated through these fees shall be utilized by the County to support, in part, the implementation and oversight necessary by this agreement. Contractor may remit 1/12 of the total annual permit to the County by the 20th of each month.

There will be no general subsidy from the County for services provided pursuant to this contract. Contractor may receive funds from the County through contractual agreements for specific ambulance transport services, at rates approved by the Director of Public Health, or from County acting as the third-party payor for certain patients.

**3. NOTICES**

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o	Contractor
Rebecca Nanyonjo-Kemp, DrPH	_____
Public Health Director	_____
260 E. 15th St.	_____
Merced, CA, 95341	_____
Fax Number: 209-381-1215	Fax Number: _____

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

#### **4. DEFAULT/TERMINATION/EMERGENCY TAKEOVER**

County shall have the right to terminate or cancel the Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches the Agreement and fails to correct, or makes plans to correct, with such plans being approved by the LEMSA within seven (7) days following the service on it of a written notice by County specifying the default or defaults complained of and the date of intended termination of rights absent cure.

##### **A. Definitions of Breach**

Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

1. Failure of Contractor to operate the ambulance service system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and county laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach, but such willful and repeated infractions shall constitute a material breach;
2. Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under the Agreement, or a willful refusal to provide such data within a reasonable time when demanded by the County LEMSA;
3. Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period as described in the RFP;
5. Deliberately increasing the cost of providing services, failing to take commercially reasonable efforts to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new Contractor or for a new Contractor's operation in the event of a material breach or failure of incumbent to prevail during a subsequent bid cycle;

6. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
7. Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;
8. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
9. Failure of Contractor to comply with approved rates;
10. Failure of Contractor to meet Response Time requirements (i.e., 90.00% or better) for three (3) consecutive measurement periods in the same zone or five (5) measurement periods within 12 months across all zones and after receiving notice of non-compliance from Contract Administrator;
11. Failure of Contractor to comply with the terms of any vehicle lease, if any exists;
12. Failure of Contractor to cooperate and assist County in the investigation of any alleged failures of Contractor to comply with the terms of this Agreement or investigation into service inquiries or complaint;
13. Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
14. Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;
15. Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
16. Failure to timely prepare and submit the following financial reports:
  - 16.1 An independently reviewed and audited Contractor's fiscal year-end financial statements as of June 30 to be submitted by December 31 of each year.
17. Any other willful acts or omissions of Contractor that endanger the public health and safety.

B. Termination

1. Written Notice -The Agreement may be canceled immediately by written mutual consent.
2. Failure to Perform- Subject to Contractor's right to cure as provided in Section 5 above, County, upon written notice to Contractor, may immediately terminate the Agreement in the event of a material breach as defined in Section 5A. In the event of such termination, LEMSA may proceed with the work in any reasonable manner it chooses. The cost to LEMSA of completing Contractor's performance shall be partially

supported by securing the funds of the Performance Security Bond, without prejudice to LEMSA's rights otherwise to recover its damages or to seek any other remedy.

C. Emergency Takeover

The terms and provisions of the RFP titled "Emergency Takeover" and "Provisions for curing Material Breach and Emergency Take Over are hereby incorporated and will control.

**5. MODIFICATION OF THE AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

**6. INSURANCE**

Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Certificates of Insurance and all applicable endorsements indicating compliance with all insurance requirements shall be filed with the County. Self-insured retentions and deductibles must be declared in the certificates of insurance and are subject to the express written approval of the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

1. Commercial General Liability with limits not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, officials, employees, volunteers and agents shall be endorsed to the policy as additional insureds using ISO Form CG 20 10 11 85, CG 20 26 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if forms with later edition dates provided, or an alternate form with coverage at least as broad, as to any liability arising from the performance of this Agreement.
2. Automobile Liability covering the type of vehicles operated under this Agreement for limits not less than three million dollars (\$3,000,000) combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned, and hired automobiles.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of one million dollars (\$1,000,000) per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. Medical Malpractice-Professional Liability for all applicable activities of the Contractor arising out of or in connection with this Agreement with limits not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000)

general aggregate, covering Contractor's wrongful acts, errors and omissions. The limits of this policy shall apply separately to this contract.

**B. Insurance Conditions**

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, volunteers and agents shall be excess of the Contractor's insurance and shall not contribute with it.
3. Claims Made Policies: If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of two (2) years after completion of work.
4. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.
5. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
6. If the Contractor uses subcontractors or others to perform work under this contract, such subcontractor or other persons shall be Named Insured or Additionally Insured to the Contractor's required insurance coverage, or required by the Contractor to comply with equivalent insurance and conditions of this Section.

**7. INDEMNIFICATION**

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This

duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

#### **8. SURVIVAL**

Each representation, warranty and indemnity in this Agreement is a continuing obligation separate and independent from Contractor's other obligations and survives termination of this Agreement.

#### **9. PATENT INDEMNITY**

The awarded Bidder shall hold the County, its officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Bidder may also be required to furnish a bond or other indemnification to the County against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

#### **10. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security-income tax; and any other obligations from statutes or codes applying to Contractor, or its subcontractors and employees, if any.

It is mutually agreed and understood that Contractor, its subcontractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, subcontractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

**11. RECORDS, INFORMATION AND REPORTS**

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

**12. OWNERSHIP OF DOCUMENTS**

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of County and upon request of County shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by County.

**13. QUALITY OF SERVICE**

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

**14. PERSONAL SATISFACTION AS A CONDITION PRECEDENT**

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

**15. ENTIRE AGREEMENT**

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.



**16. COUNTY NOT OBLIGATED TO THIRD PARTIES**

County shall not be obligated or liable hereunder to any party other than Contractor.

**17. LAWS, LICENSES, PERMITS AND REGULATIONS**

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their subgrantees, Contractors, or subcontractor, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

**18. LIMITED AFFECT OF WAIVER OR PAYMENT**

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**19. PERSONNEL**

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

**20. APPLICABLE LAW; VENUE**

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.



**21. BREACH OF CONTRACT**

Upon breach of this Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

**22. REMEDY FOR BREACH AND RIGHT TO CURE**

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may itself perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this Agreement.

**23. SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

**24. CONFLICT OF INTEREST**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

**25. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

Contractor and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

**26. CAPTIONS**

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

**27. SUBCONTRACTS - ASSIGNMENT**

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

**28. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

**29. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

County of Merced

Name of Individual/Company

By \_\_\_\_\_  
Name

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title of Individual

\_\_\_\_\_  
Title of Individual

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

APPROVED AS TO LEGAL FORM  
MERCED COUNTY COUNSEL

By \_\_\_\_\_

\_\_\_\_\_  
Dated

## Attachment 7: Evaluator Scoring Tool

### Merced County Evaluator Scoring Tool

Evaluator: \_\_\_\_\_

<b>Evaluator Rating Descriptions</b>	<b>Points Awarded</b>
<b>Excellent:</b> The proposal successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor and the element contributes appropriately to the meeting the requirements of the criterion.	<b>100%</b>
<b>Good:</b> The proposal addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.	<b>75%</b>
<b>Fair:</b> The proposal broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.	<b>50%</b>
<b>Poor:</b> The proposal has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.	<b>25%</b>
<b>Fail:</b> The proposal fails to address the element in all aspects and its relationship to supporting the criterion.	<b>0%</b>

<b>Proposal Section</b>	<b>Evaluator Rating</b>					<b>Possible Points</b>	<b>Total Points</b>
	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Fail</b>		
Credentials, Experience, and Local Management Team						70	
Compensation Package and Working Conditions						20	
Incumbent Work Force						20	
Response-Time Commitment						20	
Fiscal Strength						20	
Equipment Maintenance and Management						20	
Billing/Collection Program and Data Integration						20	
System Status Plan/Unit Hour Commitment						20	
Integration with Existing EMS Stakeholders						70	
Commitment to EMS System and the Community						20	
Proposed Patient Charges						40	
Commitment for Clinical Quality/Innovation						70	
<b>Total</b>						<b>410</b>	