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The information in this RFP is confidential until officially approved by the Board of Supervisors and released to the public.

THE COUNTY OF COLUSA REQUEST FOR PROPOSALS (RFP)
FOR THE SELECTION OF THE PROVIDER OF PARAMEDIC AMBULANCE
SERVICE FOR COLUSA COUNTY

I. GENERAL DESCRIPTION OF THE PROJECT

The Colusa County Board of Supervisors and the Medical Transport and Care Subcommittee (MTCS), a subcommittee of the Colusa County Emergency Medical Care Committee (EMCC) designed this procurement process in order to select the provider of emergency ambulance service which shall provide high performance ambulance service for the County of Colusa. The EMCC and the MTCS membership is set by Board Resolution 09-001 and membership positions are defined by title. The membership of the MTCS consist of the following: Deputy Director of Health and Human Services who shall serve as the Chair, Director of Public Health Nursing, County Public Health Officer, California Highway Patrol Representative, Sheriff/County Office of Emergency Services Representative, Colusa Regional Medical Center Emergency Room Manager, and County Fire Chief's Association Representative. For the development of this procurement and evaluation of Bidder's proposals and qualifications the MTCS has been expanded to include additional members for their areas of expertise. Therefore the following members have been added for this procurement: 1) from the local hospital, either the Chief Executive Officer or Chief Fiscal Officer to assist with the evaluation of the fiscal viability of the Bidder's proposal and 2) staff from Sierra Sacramento Valley Emergency Medical Services (SSVEMS), the Local Emergency Medical Services Agency (LEMSA) for Colusa County to evaluate the ability of the Bidder to provide quality ambulance services to the County. This expanded MTCS shall be referred to as the Expanded Medical Transport and Care Subcommittee (EMCTS).

A. Intent

The County [the Board of Supervisors and the Local Emergency Medical Services Agency (LEMSA)] is empowered by State law to periodically procure services for the community from an emergency ambulance service. In making such a periodic procurement, the County is evaluating the qualifications and proposal for services of the Bidders in order to select a provider of services that is worthy of the public's trust. It is the intent of Colusa County to affect such a periodic purchase through the procurement process specified herein.

California Health and Safety Code, Section 1797.224 allows the LEMSA to restrict operations to one or more emergency ambulance services within an Exclusive Operating Area (EOA). The response area to be served by this RFP is the entire County of Colusa which is a single EOA servicing both the unincorporated and incorporated areas of the county.

B. Incentive to Excel

Through this procurement process, the County proposes to award the “market” to a single provider of emergency ambulance service, thereby eliminating the incentive to compete for one’s “share” of the market. Therefore, the winning Bidder can focus on the provision of quality services to the public and the health care community. The clinical and response time requirements of the procurement are consistent with industry standards. To provide the Contractor an incentive to furnish services at an even higher level of quality and reliability, this procurement incorporates one renewal option that may be made available to the Contractor **only** if, consistent with the provisions outline in Section III. B.2., herein, the Contractor’s clinical and response time performance during the initial contract period can be accurately characterized as “excellent, professional, and significantly above the minimum requirement of the contract.”

C. Public Safeguards

As this procurement will restrict operations to a single provider of emergency ambulance service, public safeguards must be established to ensure that clinical performance, response performance, user fees, and service availability to maintain accountability in order to protect the public health and safety. Therefore, this procurement includes strict standards for the operation of an emergency ambulance services. Clinical services, response times, and user fee requirements are structured in order to ensure that when the public requests the Contractor’s ambulance, that highly trained, qualified, and experienced personnel will provide care that meets industry standards, be provided on a timely basis, and that charges for such services will be reasonable.

Because this procurement establishes a form of “public utility”, that is, the County has established a vendor whose purpose is to provide for the public needs, the County must ensure that provisions exist to allow for the continuation of services in the case of default by the Contractor. Therefore, provisions of this procurement have been structured to allow the County access to funds to obtain a replacement emergency ambulance service in the interim period from the Contractor’s default until a new Contractor can be selected. By participating in this procurement process, prospective Bidder’s recognize and acknowledge the importance of the public health and safety, and agree that emergency replacement provisions as outlined in this procurement process are a necessary and important provision.

D. Schedule of Events

Unless notified in writing by the procurement coordinator of a scheduled change, Bidders should assume that this procurement will strictly adhere to the following schedule:

August 12, 2009 – County’s “Request for Proposal” document released. (This document and its attachments constitute the County’s request for credentials and request for proposal.)

August 26, 2009 – 5:00 p.m. local time is the deadline for written comments and questions for the County's pre-bid conference. Written comments and questions shall be submitted to Nancy Parriott, Deputy Director, and Procurement Coordinator for the Colusa County Department of Health and Human Services, 251 E. Webster Street, Colusa, CA 95932, email nparriott@colusadhhs.org, or phone (530) 458-0387.

September 2, 2009 – Beginning at 10:00 a.m., County's pre-bid conference shall begin. Written responses will be provided at that time. This conference shall continue as necessary throughout the day. The conference will be held in the Conference room, at the Colusa County Behavioral Health Building located at 162 E. Carson Street, Colusa, CA 95932.

September 30, 2009 – 3:30 p.m. local time, is the deadline for receipt of bid proposals. Proposals and documentation of the Bidder's credentials to conduct the services defined in the procurement process will be accepted at the Office to the Clerk to the Board of Supervisors, 546 Jay Street, Colusa, CA 95932 until 3:30 p.m., September 30, 2009. Proposals and Bidder's credentials that are submitted via mail, must do so in time to reach the Clerk to the Board prior to the time and date indicated above. Bidder must submit one (1) original and ten (10) copies, for a total of eleven (11). Late proposals, regardless of postmark or those delivered after 3:30 p.m. on that date will not be accepted. Proposals by fax or email shall not be accepted.

October 7, 2009 – Oral presentations by the Bidders to the EMCTS are tentatively scheduled for the morning of 10/7/2009.

October 20, 2009 – Presentation of EMCTS recommendations(s) to the Board of Supervisors, Selection by the Board of Supervisors of the winning Bidder, and direction to County Staff to negotiate contract.

October 30, 2009 – Final date to file protest regarding the selection of the winning bid.

December 8, 2009 – Board of Supervisors action to authorize contract.

January 1, 2010 – Implementation of contract and services.

II. GENERAL DESCRIPTION OF SERVICE AREA

Colusa County is located in the Sacramento Valley along the I-5 corridor. It includes the incorporated cities of Colusa and Williams and the unincorporated towns of Arbuckle, Maxwell, Grimes, Princeton, Sites, and Stonyford. The population of Colusa County is approximately 22,000. Both incorporated cities have a population of approximately 5000, the remaining population is located in the towns, foothills, and rural areas. It

encompasses 1160 square miles. The economy and land use in Colusa County is predominately agricultural in nature and related businesses. In recent years there has been residential development in the southern part of the county, but that has slowed with the increase in gas prices and the decline in the economy. It is bordered by Butte, Glenn, Lake, Yolo, and Sutter Counties. The operating area includes all portions of the County, including the incorporated cities of Colusa and Williams.

The following information is provided to give a historical overview of call volume. Enloe Ambulance was the sole ambulance company providing services and their data per calendar year is listed below.

2004	1661 requests for services	1065 actual transports provided.
2005	1782	1186
2006	1635	1095
2007	1633	1087
2008	1727	1168

For the month of April 2009 the payer mix is as follows:

Private Insurance	27%
Patients with Medicare/MediCal	61%
Patients with private pay	12%

Bidders are specifically advised that all information on call volumes and payer mix may be incomplete and inaccurate due to reporting and documentation errors or omissions by the incumbent provider and their personnel, and is presented only for the purposes of illustrating past call volume. The County and LEMSA make no representations or guarantees concerning the number of ambulance requests and/or transports that shall result from this procurement process, nor the Contractor's revenue from such ambulance requests.

III. SUMMARY OF CONTRACT PROVISIONS

A. Performance Contract

Contractor shall provide coverage of the operating area with paramedic ambulances 24 hours a day, 365 days a year for 100% of the time that the contract is in effect. This means that the Contractor will have the duty to act on all requests for ambulance service received by the ambulance Dispatch Center and for transporting all patients that require an ambulance operated by an emergency service. This service shall include the transportation and pre-hospital treatment of inmates from the Colusa County Jail to the hospital(s) at no additional compensation from the County, up to 24 transports per year.

The contract awarded hereunder shall be a performance contract. That is, minimal level of effort provisions or restrictions shall be required or imposed, except for initial unit hour coverage requirements applicable during the first three months of operations. The Contractor is specifically being hired for its expertise to effectively and creatively manage an emergency ambulance service at the

paramedic level. Therefore, the contract's requirements shall be based heavily upon performance measures, with limited restrictions upon production methods. Furthermore, so long as the clinical standards, response time, billing services, and other performance requirements of the contract are met, the Contractor shall enjoy freedom from interference in the performance of its work, and the County's respect for a job well done.

The basic business structure of this system's design will provide for the basic operation of an emergency ambulance service with the incorporation of public safeguards to replace operations, if necessary, based upon default by the Contractor. Effective January 1, 2010 (the estimated start date of the competitively awarded ambulance service contract) all user fee rate setting shall be consistent with the terms of this procurement and shall be controlled by the Colusa County Board of Supervisors. Billing, collection, and accounts receivable management functions relative to the services furnished under this contract shall be performed by the Contractor in a manner consistent with the requirements of the procurement process.

Compensation to the Contractor shall include funds received from the fee for service billings and collections. Additional non-cash compensation shall include use of the County's communication system infrastructure (consisting of authorization for use of EMS system radio frequencies and repeater system). While the County has historically provided a subsidy for ambulance services, it is the intent of this RFP to eliminate any need for a subsidy. If needed, county-owned housing is available in both Colusa and Williams. ✓

All services furnished by the Contractor under this procurement shall be rendered in full compliance with all applicable Federal, State, and local laws, rules, regulations, and LEMSA policies and procedures. It shall be the Contractor's sole responsibility to determine which laws, rules, regulations, and LEMSA policies apply to the services rendered under this contract and maintain compliance with those applicable standards at all times. Upon request, copies of the LEMSA Policy and Procedure Manual and LEMSA Special Memorandums may be obtained from the LEMSA.

B. Term of Contract and Renewal Provision

This procurement has taken into consideration the fact that the establishment of an effective and profitable high performance ambulance system is complex and requires considerable start-up expenditures, even before service is initiated. Furthermore, the County recognizes that a multi-year commitment is necessary to allow the winning Bidder a reasonable opportunity to fine tune performance to a level of efficiency that will allow for a recovery of start-up costs, early term over-coverage losses, and to produce a reasonable profit. Therefore, this procurement includes an initial term contract of five years from the contract start-up date, with the possibility of one five-year extensions based upon performance.

1. The following provisions shall govern the term of the contract and the renewal process as outlined below:

a. Contract Start Date:

The contract shall start the first day of the month after the contract is signed at 12:01 a.m. On that date and time the Contractor shall assume full responsibility for the provision of all necessary ambulance services as the only emergency ambulance service in the exclusive operating area. Contract services may be implemented sooner upon mutual agreement of the County, Contractor, and incumbent providers.

b. Renewal Provisions:

1) The Contractor shall be eligible to apply for a maximum of one contract extension of five years, provided all of the following conditions are satisfied:

2) The Colusa County Board of Supervisors must determine by formal vote, that the Contractor's services rendered then to date are quality services that are reasonably and accurately characterized as professional, courteous, and satisfactorily meeting the performance requirements of the contract, and serving the residents of the County well; and

3) The user fee level (including any necessary adjustments for cost of living) is consistent with or superior to similar size ambulance systems which providing consistent levels of high performance services;

4) Any compensation arrangements offered by the Contractor for the term of the proposed extension, including a continuation of existing compensation levels, are approved and agreed to by the County; and

5) Ample time is allowed to initiate and complete a competitive procurement processes in the event renewal is, for any reason, denied. Therefore, Contractor's written request for renewal should be received by the County at least 12 months prior to the expiration of the contract period, or contract extension period, in effect at that time. This would allow for the County's determination of eligibility for renewal, staff analysis of comparative ambulance systems, the review of compensation arrangements, and County Board of Supervisors presentation. The purpose of this requirement is to allow the Board to make a decision at least 12 months before the expiration of the existing contract, or extension thereof. Should the County Board of Supervisors elect not to

authorize the proposed contract extension, the County would then have sufficient time to initiate a competitive procurement process to select the next Contractor.

6) The Contractor shall enter into no services contracts regarding services to be conducted within Colusa County, which extend beyond the date of termination of this contract, or an extension thereof expect as may specifically approved in writing by the County or designee.

IV. PROCUREMENT PROCESS

A. Ranking of Proposals

This procurement process will utilize several bid variables in evaluating the Bidder's proposals. Through the evaluation of these variables, the County proposes to identify the qualified firm, offering quality of service under a reasonable ambulance rate structure, and which meets or exceeds the County's minimum requirements as specified herein, which shall be awarded this contract.

The specific variables to be utilized for this procurement process are as follows:

1. Bidder's Credentials (pass/fail)
2. Responsive proposal for services (pass/fail)
3. Credential Review (200 points)
4. Operational Review (200 points)
5. Fiscal Review (100 points)
6. Proposed Ambulance rates vs. Subsidy (100 points)
7. Ranking of proposed Desired Enhancement option (50 points)
8. Each Bidder may submit up to two (2) proposal options of rate vs. subsidy for County review; one (1) primary offer and one (1) contingency offer.

TOTAL POINT VALUE 650 points

The Bidder's Proposal will be initially screened by County and LEMSA staff to evaluate items 1 and 2 above (the Bidders' Credentials and Responsive Proposal for Services). These items are ranked as pass/fail and if the Bidder fails in either of the 2 categories the Bidder's Proposal will be considered non-responsive and not passed on the EMCTS for full review and scoring.

Credential Review

The past performance of the Bidder, as demonstrated in the Bidder's credentials, is weighted heavily in this review and scoring process. This is because past performance can be evaluated objectively.

Operational Review

Every Bidder must agree to provide a minimum of paramedic level staff and equipped ambulances. A Bidder that proposes a lesser level of service will be considered non-responsive and the bid will be rejected. Some selected portions of the proposal for service will require a subjective analysis (e.g., the number of unit-hours proposed, station locations, proposed training and quality improvement programs, compensation levels to personnel, types of equipment including the availability and use of personal protective equipment, and proposed vehicle maintenance). These specific areas will be the focus of the analysis of the Bidder's proposals.

Fiscal Review

A thorough review of the Bidder's financial statements and history will be reviewed. This area of review is weighted based upon the importance of financial capability to provide quality service and sustainability.

In preparing proposals, all Bidders' user fee and compensation assumptions shall be based strictly upon the compensation provisions set forth in Section V.H.8., hereof, thereby assuring "apples to apples" comparison of competing authors. Proposals based upon compensation assumptions other than those set forth in Section V.H.8., hereof, may be automatically disqualified by the County.

Rates and Subsidy

Bidders are cautioned that proposed rates that appear to be unrealistically low and which do not appear to actually fund the level of services being proposed by the Bidder may be cause for a Bidder to be disqualified as a non-responsive Bidder. Adequate proof of justification of fee structure will be required by the County.

A major objective of this procurement is to eliminate or at least significantly reduce the amount of the subsidy provided by the County. County understand that it may take a balance of both to achieve the both the desire to ensure a stable fee schedule and decrease the subsidy.

Desired Enhancements

This area of the review and scoring is not weighted as heavily as the other areas as they are not the primary purpose of the procurement.

Each of these factors will be weighted through the establishment of maximum point values. The Bidder's points rating will form the basis for the selection of the winning Bidder and the recommendation made by the EMTCS to the Board of

