



Emergency Medical Services District

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**COUNTY OF ALAMEDA
Emergency Medical Services (EMS) Agency
ADDENDUM No. 3
to
RFP No. EMS-901017
for
Emergency Ambulance Service, 911 Response, ALS
Transport, and Standby Service with Transportation
Authorization**

This County of Alameda, Emergency Medical Services (EMS) Agency, RFP Addendum has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County's Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This RFP Addendum will also be posted on the GSA Contracting Opportunities website located at http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp.

The following Sections have been modified to read as shown below. Changes made to the original RFP document are in **bold** print and **highlighted**, and deletions made have a ~~strike through~~.

Clarifications

1. Please discard the previously provided file "ALCO EMS Response Zones.zip" and download and use the replacement file "New_ALCO_Response_Zones_and_Pop_Categories.zip." The "New_ALCO_Response_Zones_and_Pop_Categories.zip" replacement file contains in GIS formats the Deployment Zones and population density data to build the population-

based Sub-zones. The population layer is at census block group level, so there is a polygon for every census block group in Alameda County, and each is assigned one of the three population-based Sub-zones. Bidders can use the GIS population data to determine the population sub-zone category for any location in the County. GIS users can also edit the symbology or dissolve the population layer themselves to create smoother polygon lines (as compared to jagged block groups) for visual map output, depending on what the intended use would be. Having the population layer in block group format also provides exactly how the zone boundaries are delineated. These materials and others will be posted to the Secure Site previously provided to Bidders for the purpose of accessing EMS system data and materials. If you need help accessing these materials, please email Casey Zirbel at casey.zirbel@acgov.org.

2. Fillable templates of PDF forms shall be provided to Bidders and will be posted to the Secure Site containing EMS system data and materials. An email will be sent out to Bidders once the forms are available.

RFP Modifications

TABLE OF CONTENTS EXHIBIT A-2 – REGULATORY COMPLIANCE AND FINANCIAL PROVISIONS is hereby modified as follows:

VI. IV. ADDITIONAL PROVISIONS.....144

This change is necessary because an error was discovered in the RFP table of contents, in which the Roman numeral identifying Additional Provisions was transposed to read VI instead of IV.

Section I.A.K.2 is hereby modified as follows:

The EMS Agency may extend the contract by mutual agreement with Contractor for up to an additional five (5) years. The EMS Agency may **also** unilaterally extend the contract an additional twenty four (24) months at any time **only once**, except, however, in no event shall this unilateral extension extend the total contract term beyond 10 years.

Section I.F.1.k.K.1 is modified as follows:

Quality of training, as described, that will be provided to EMTs **and Paramedics** as requested in IV.P.3.e.(3).

Section I.F.1.k.M. is hereby modified as follows:

Health, Safety and Loss Mitigation ~~Organizational Infrastructure and Billing and Accounting~~

Proposals will be evaluated against the RFP specifications found in Exhibit A-1. Scored areas are:

1. Quality of Health safety and loss mitigation plan, as described in IV.BB.1 and 2.
2. Quality of Safety program requirements described in IV.R.1, and quality of PPE Use Policies described in IV.R.2.

Section I.F.1.I. is modified as follows:

I. Contractor is encouraged to consider and involve small businesses, local business, and firms owned by women and/or minorities in its purchasing and subcontracting arrangements. ~~The County has a comprehensive business outreach and Small Local Emerging Business program. The Contractor shall indicate in its Proposal how it intends to incorporate small and local businesses in its operational and business plans.~~

G. CONTRACT EVALUATION AND ASSESSMENT

1. During the initial sixty (60) day period of any contract that may be awarded under this RFP, the CSC and/or other persons designated by the EMS Agency will meet with the Contractor to evaluate the services performance and to identify any issues or potential problems.

2. **If the EMS Agency believes the Contractor is not adequately performing its obligations or the services required by its Contract, the EMS Agency may request from the Contractor prompt written assurances of performance and a written plan acceptable to the EMS Agency to correct the deficiencies in Contractor's performance.** ~~The EMS Agency reserves the right to determine, at its sole discretion, whether:~~

a. ~~Contractor has complied with all terms of this RFP; and~~

b. ~~Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met the County requirements.~~

3. **Contractor shall provide such written assurances and such a written plan within ten (10) calendar days of its receipt of the EMS Agency's request and shall immediately thereafter diligently commence and perform such written plan.** ~~If, as a result of such determination, the EMS Agency concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. The EMS Agency will have the right to invite the next highest ranked Bidder to enter into a contract. The EMS Agency also reserves the right to re-bid this project if it is determined to be in its best interest to do so.~~

4. **Contractor's failure to provide such written assurances and/or perform such written plan within the required time may be considered a Material Breach of the contract.**

Section I.L.1 is hereby modified as follows:

The Contractor shall provide a performance guarantee ~~equivalent to six (6) months of operating expenses or~~ **of** fifteen million dollars (\$15,000,000), ~~whichever is greater,~~ in the form of cash or a letter of credit, or a performance security bond.

Section I.M.1 is hereby modified as follows:

Contractor shall employ a dedicated competent account manager who shall be responsible for the County account/contract. ~~The position shall be held by the Operations Director.~~ The account manager shall receive all communications from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP. **The Operations Director shall be responsible as the account manager not later than the Contract Start Date.**

Section I.O.14 is modified as follows:

BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT. **FILLABLE TEMPLATES OF PDF FORMS WILL BE PROVIDED TO BIDDERS. BIDDERS ARE PERMITTED TO ELECTRONICALLY ENTER DATA INTO THESE FORMS AND EXCEL TEMPLATES FOR PURPOSES OF PRESENTATION TO THE COUNTY. BIDDERS SHALL NOT MODIFY UNDERLYING STRUCTURE OR COMPUTATIONAL LOGIC OR OTHERWISE RECREATE COUNTY-PROVIDED BID TEMPLATES AND/OR FORMS OR QUALIFY THEIR BIDS. IF SPACE ON ANY TEMPLATE AND/OR FORM IS INSUFFICIENT, BIDDERS MAY DUPLICATE OR IDENTICALLY REPLICATE THE COUNTY'S PROVIDED FORM AND/OR TEMPLATE STRUCTURE INCLUSIVE OF UNDERLYING COMPUTATIONAL LOGIC WHERE PRESENT FOR PURPOSES OF ACCOMMODATING THE ADDITIONAL INFORMATION TO BE PROVIDED.**

Section IV.N.1 is modified as follows:

EMTs, paramedics, EMS Supervisors, Operations Supervisors and Dispatch/System Status Supervisors shall not be scheduled to work shifts longer than 12 hours, and the absolute length of any mandated or "holdover" work assignment shall not exceed 14 hours, except during a locally proclaimed state of emergency within Alameda County (or in other jurisdictions when providing Mutual Aid) **or as may be authorized by the EMS Director or his/her designee.**

Section IV.W.16.c is hereby modified as follows:

Failure to Respond – Excessively prolonged response times are unacceptable to the EMS Agency and constitute a Failure to Respond consistent with the intent of the specifications within this RFP. Contractor shall pay **\$5,000** ~~\$50,000~~ for each failure by the Contractor to provide an ambulance on-scene within two hundred and fifty percent 250% of the Response Time Compliance Requirement to any location within the EOA where a medical response has been requested by an EMS Agency-approved EMD center. Payment of such liquidated damages does not release Contractor of any other liability from its failure to respond.

Section IV.BB. is hereby modified as follows:

BB. INTERNAL RISK MANAGEMENT/LOSS CONTROL PROGRAM REQUIRED

The EMS Agency believes that education and aggressive prevention of conditions in which accidents occur, are the best mechanisms to avoid injuries to Contractor's staff.

1. Contractor shall develop and **submit** ~~implement prior to the start of services~~ an aggressive written health, safety and loss mitigation program **that it will implement prior to the start of services** including, at a minimum:

- a. Pre-screening of potential employees (including drug testing)
- b. Initial and on-going driver training
- c. Lifting technique training
- d. Hazard reduction training
- e. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues
- f. Involvement of employees in planning and executing its safety program
- g. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents

2. Contractor's planning for a health, safety and risk mitigation process will include, at a minimum:

- a. Gathering data on ALL incidents that occur among the Contractor's workforce.
- b. Analyzing the data to find causative factors and determine preventive measures.
- c. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.
- d. Gathering health and safety information as required by law.
- e. Implementing training and corrective action on health and safety related incidents, as required by law.
- f. Providing initial and on-going training on safe practices and interventions.
- g. Providing safe equipment and vehicles.

Specifications, Terms & Conditions for 911 Ambulance Services

→ Accept the Internal Risk Management/Loss Control Program requirements described in IV.BB.1-2 by execution of Exhibit A-3(a).

→ **Submit a written health, safety and loss mitigation program as described in IV.BB.1-2.**

Section IV.JJ.5 is hereby modified as follows:

5. Emergency Recall of Workforce – Contractor shall have the ability to **efficiently and effectively** recall personnel to increase ambulance deployment **to meet demand for service within the EOA.** ~~by 25% above normal day high deployment within four hours.~~

Section IV.JJ.8.h. is hereby added as follows:

CHEMPACK- Contractor shall house and be accountable for managing two (2) EMS CHEMPACK Containers in accordance with State of California and Federal requirements. The following documents will be posted to the Secure Site previously provided to Bidders for the purpose of accessing EMS system data and materials:

- (a) State of California Health and Human Services Agency Department of Health Services *REQUIREMENTS FOR CHEMPACK LOCATION***
- (b) CHEMPACK Project Office, Strategic National Stockpile Program, Centers for Disease Control and Prevention *The CHEMPACK Project Guidelines.***

Section V.N.1 is modified as follows:

The County shall have the right to pursue Contractor for damages and the right of Emergency takeover as set forth in ~~I, H, 1 below~~ **V, VI, VII and/or VIII.**

The following has been added to EXHIBIT A-3(b) – PROPOSAL SUBMISSIONS CHECKLIST:

→ Submit a written health, safety and loss mitigation program as described in IV.BB.1-

Exhibit C is hereby modified as follows:

EXHIBIT C – LIQUIDATED DAMAGES

Event	Criteria Reference	Damages
Failure to Meet Minimum In-Service Equipment/Supply Requirements	IV.W.16.a.(2)&(3)	\$1,000.00 for omissions that do not rise to the level of removing the unit from service \$10,000 for violations that result in the unit being removed immediately from service
Failure to provide on-scene time	IV.W.16.b	\$500 every time the ambulance crew fails to report and document on-scene time.
Failure to respond to an emergency request for a response from an EMS Agency-approved EMD center	IV.W.16.c	\$5,000 \$50,000 for each failure to respond to a reasonable request from an EMS Agency-approved EMD center. Prior to imposition, the County will conduct an investigation of the incident.
Failure to enter the approved “short version” ePCR at the receiving hospital, on patients for whom a PCR is essential, before returning to service.	IV.W.16.d IV.Z.3.a-j	\$500 per incident will apply.
Failure to provide timely reports as defined in the RFP	IV.W.16.e IV.AA.3&4	\$500 per report per day received after specified due date.
Failure to meet response time requirements.	IV.W.1-4 IV.W.16.f IV.W.15.c - escalating charges for failure to correct repetitive patterns of non-compliance	\$30,000 \$60,000 \$120,000 \$250,000
Response and/or transport by a BLS unit when the category requires an ALS unit	IV.M.1&4	\$500 for every incident in which a BLS ambulance responds and transports a patient requiring an ALS ambulance

Exhibit G:

The following changes are being made to Exhibit G - MPDS Clinical Response Priorities:

1. Missing Determinants

Three (3) MPDS determinants were missing from Exhibit G as they were not utilized in Alameda County at any time during the two-year study period used to construct the MPDS Clinical Response Priorities. These three (3) determinants have been added to the appropriate Priority:

16B Eye Problems Severe - Priority 4

18B Headache Unknown Status - Priority 4

22A Inaccessible Incident, No longer Trapped - Priority 2

2. Duplicate Determinants

Two (2) determinants were originally placed in two (2) Priority categories. To eliminate the duplication, each of these two (2) determinants have been assigned to a single Priority category:

17B Falls - Priority 4

21B Hemorrhage Possibly Dangerous - Priority 4

3. Non-existent Determinants

The following two (2) determinants do not exist in the current version of MPDS and have been deleted:

19B Heart Problems – Deleted

28B Stroke – Deleted

4. Determinants with the Possibility of Arrest or Agonal/Ineffective Breathing

Additional evaluation of several Delta and Echo determinants categorized as Priority 2, which may describe patients as having an arrest or agonal/ineffective breathing, was performed. A query of the rate of airway interventions (a proxy for an arrest or agonal/ineffective breathing) demonstrates a very low probability of occurrence. As such, the assignment of Clinical Response Priority 2 was confirmed to be adequate for these determinants.

MPDS Determinant 33D has a high rate of airway intervention. This Determinant is assigned Clinical Response Priority 3, as these patients are all located in a medical facility under the care of a physician. Accordingly, a lights and sirens ALS ambulance will respond.

A summary of these Clinical Response Priority assignments is provided below.

Determinant	Category	Priority
3D	Animal Bites	2
4D	Assault	2
8D	Carbon Monoxide	2
12D	Convulsions/Seizure	2
15E	Electrocutions	2
17D	Falls	2
19D	Heart Problems	2

21D	Hemorrhage	2
24D	Pregnancy	2
29D	Traffic	2
31D	Unconscious	2
33D	Transfer/Interfacility	3

5. Determinants that include “Not alert”

Additional evaluation of three (3) Determinants that describe patients as “Not Alert” was performed. The query demonstrates a low rate of airway intervention, and these three (3) Determinants will remain assigned Clinical Response Priority 2.

Determinant	Category	Priority
16D	Eye Problems	2
20D	Heat/Cold Exposure	2
26D	Sick Person	2

6. Clinical Response Priority 2 Determinants that indicate Obvious or Expected Death

Additional evaluation of two (2) Determinants assigned Clinical Response Priority 2 and that describe a patient’s status as “Obvious Death” or “Expected Death” was performed. These two (2) Determinants are assigned the following Clinical Response Priorities:

09B Obvious Death – Priority 2 (397 patients over two-year evaluation period)

09O Expected Death – Priority 4 (5 patients over two-year evaluation period)

The existing RFP section titled “Exhibit G - MPDS Clinical Response Priorities” is hereby deleted in its entirety and replaced with the following new Exhibit G:

EXHIBIT G – MPDS CLINICAL RESPONSE PRIORITIES

	Priority 1
	Code 3 ALS First Responder
	Code 3 ALS Ambulance
	Code 3 EMS Supervisor
02D	Allergic Rx
02E	Allergic Rx
06D	Breathing Problems
06E	Breathing Problems
07D	Burns / Explosions
07E	Burns / Explosions
09D	Cardiac / Resp Arrest
09E	Cardiac / Resp Arrest
11E	Choking
14A	Drowning
14B	Drowning
14C	Drowning
14D	Drowning
14E	Drowning
23D	Overdose / Poisoning
27B	GSW / Stabbing / Pen. Trauma
27D	GSW / Stabbing / Pen. Trauma
30D	Traumatic Injury
31E	Uncon. / Syncope
	Priority 2
	Code 3 ALS First Responder
	Code 3 ALS Ambulance
01D	ABD Pain
02B	Allergic Rx
02C	Allergic Rx
03D	Animal Bite/Attack
04D	Assault/Sex Assault
05D	Back Pain
06C	Breathing Problems
07A	Burns / Explosions
07B	Burns / Explosions

07C	Burns / Explosions
08C	CO / Inh. / Hazmat
08D	CO / Inh. / Hazmat
08O	CO / Inh. / Hazmat
09B	Cardiac / Resp Arrest
10C	Chest Pain
10D	Chest Pain
11A	Choking
11D	Choking
12A	Seizures
12B	Seizures
12C	Seizures
12D	Seizures
13C	Diabetic Problems
13D	Diabetic Problems
15C	Electrocution
15D	Electrocution
15E	Electrocution
17D	Falls
18C	Headache
19C	Heart Problems
19D	Heart Problems
21C	Hemorrhage/Lacerations
21D	Hemorrhage/Lacerations
22A	Inaccessible Incident- No longer trapped
22B	Entrapment
22D	Entrapment
24C	Pregnancy / Childbirth
24D	Pregnancy / Childbirth
25D	Suicide Attempt
26C	Sick Person
27A	GSW / Stabbing / Pen. Trauma
28A	Stroke / CVA
28C	Stroke / CVA
29A	MVA
29B	MVA
29D	MVA
29O	MVA
31C	Uncon. / Syncope
31D	Uncon. / Syncope

	Priority 3
	Code 3 ALS First Responder (As needed)
	Code 3 ALS Ambulance
33A	Inter-Fac Transfer - Routine
33C	Inter-Fac Transfer - Routine
33D	Inter-Fac Transfer - Routine
	Code 3 ALS Ambulance
37A	Inter-Fac Transfer - Specific
37C	Inter-Fac Transfer - Specific
37D	Inter-Fac Transfer - Specific

	Priority 4
	Code 2 BLS or ALS First Responder (Optional)
	Code 2 BLS or ALS Ambulance
01A	ABD Pain
01C	ABD Pain
02A	Allergic Rx
03A	Animal Bite/Attack
03B	Animal Bite/Attack
04A	Assault/Sex Assault
04B	Assault/Sex Assault
05A	Back Pain
05C	Back Pain
08B	CO / Inh. / Hazmat
09O	Cardiac / Resp Arrest
10A	Chest Pain
13A	Diabetic Problems
16A	Eye Injury / Problem
16B	Severe Eye Injury
16D	Eye Injury / Problem
17A	Falls
17B	Falls
18A	Headache
18B	Headache Unknown Status
19A	Heart Problems
20A	Heat / Cold Exposure
20B	Heat / Cold Exposure
20C	Heat / Cold Exposure

20D	Heat / Cold Exposure
21A	Hemorrhage/Lacerations
21B	Hemorrhage/Lacerations
23B	Overdose / Poisoning
23C	Overdose / Poisoning
23O	Overdose / Poisoning
24A	Pregnancy / Childbirth
24B	Pregnancy / Childbirth
24O	Pregnancy / Childbirth
25A	Suicide Attempt
25B	Suicide Attempt
26A	Sick Person
26B	Sick Person
26D	Sick Person
26O	Sick Person
30A	Traumatic Injury
30B	Traumatic Injury
31A	Uncon. / Syncope
32B	Unk. Problem (Man down)
32D	Unk. Problem (Man down)

EXHIBIT E – MANDATORY TABLE OF CONTENTS EXHIBIT A-2 – REGULATORY COMPLIANCE AND FINANCIAL PROVISIONS is hereby modified as follows:

~~VI~~ IV. ADDITIONAL PROVISIONS.....

This change is necessary because an error was discovered in the table of contents for Exhibit A-2, in which the Roman numeral identifying Additional Provisions was transposed to read VI instead of IV.

Bidder Questions & Answers Prelude

The following section documents all written questions received from Bidders by the deadlines published in the RFP and Addenda 1 and 2. The County's responses are listed immediately after each question. These questions and answers are organized by Bidder name and date of receipt of original document or written correspondence.

Bidder Written Questions and Answers

Alameda County Fire Department



Alameda County Fire Department

6363 Clark Avenue Dublin, CA 94568
Tel (925) 833-3473 (510) 632-3473 Fax (925) 875-6337
www.acgov.org/fire

DAVID A. ROCHA
Fire Chief

SERVING:

City of Dublin
City of Emeryville
City of Newark
City of San Leandro
City of Union City
Lawrence Berkeley
National Laboratory
Lawrence Livermore
National Laboratory
Unincorporated Areas
of Alameda County
Alameda County
Regional Emergency
Communications Center
Accredited Center
of Excellence

November 15, 2017

Alameda County Emergency Medical Services Agency

RFP No. EMS-901017

Attn: Kristel Acacio, Supervising Program Specialist

1000 San Leandro Blvd, Suite 200

San Leandro, CA 94577

SUBJECT: QUESTIONS REGARDING RFP EMS- 901017

Dear Ms. Acacio,

Alameda County Fire Department is pleased to submit written questions regarding the RFP EMS-901017 for Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization. Attached please find a list of specific questions seeking further clarification about the project and the RFP.

We look forward to our continued collaboration on this important effort.

Sincerely,

David A. Rocha
Fire Chief

DEDICATED TO SUPERIOR SERVICE

The Alameda County Fire Department (ACFD), a dependent special district, appreciates the opportunity to respond to and submit written questions regarding Alameda County (ALCO) RFP EMS-901017. The ACFD has provided several comments and questions which are divided into two distinct sections 1) Bidder Qualifications and 2) Scope of Work. ACFD respectfully requests that items included under 1) Bidder Qualifications be addressed prior to the December 6, 2017 Bidders Conference, as these issues are urgent matters that aimed at improving the fairness of the RFP process by allowing the broadest possible inclusion of qualified applicants. The ACFD's Scope of Work questions are requests for clarification and suggestions that address 911 ambulance system sustainability and effectiveness.

1) Bidder Qualifications

Section I.A.2 of RFP EMS-901017 effectively precludes the ACFD and any subcontractor(s) from submitting their joint proposal to provide higher-quality and cost-effective emergency medical services (EMS) in the Alameda County exclusive operating area (EOA). As stated in ACFD's letter of intent, ACFD intends to form a partnership or other joint venture solely to offer to provide, and to provide, EMS in the Alameda County EOA pursuant to this RFP and EMSA's and ALCO EMS's established rules, regulations, and guidelines, which neither could provide by themselves. Such public/private partnerships have proven to be very successful, cost-effective, and deliver higher quality EMS and ambulance service. The ACFD formally requests that ALCO EMS remove Section I.A.2 from RFP EMS-901017 and seek State EMSA approval for such removal, which would allow subcontracting as one of the available avenues of providing a public/private partnership.

With respect to the Bidder's Key Personnel, what level of relationship between Bidder and Key Personnel is required for a Bidder to pass the pass/fail portion of the minimum qualifications? For example, do the Key Personnel need to be already hired by the Bidder, offered employment, under a contingent contract (to be activated only if the Bidder wins the contract), subject to an independent contractor agreement, etc.? As asked above, if the Bidder is a partnership, the Key

Personnel may be employed by a member entity of the partnership rather than by the Bidder (the partnership); would this be acceptable for a passing score on this minimum qualification?

The RFP EMS-901017 refers to Bidder as "a single legally formed entity responding to this RFP". Section I.E of RFP EMS-901017 explains the process for Bidder questions and conferences; however, it does not describe the procedures for other stakeholders (e.g. ALS first responders, EMD providers, law enforcement, receiving facilities) to provide input. Given previous communications to the City Managers' Association and County Fire Chiefs' Association, the ACFD believes this purely an oversight and that County EMS intended to allow an opportunity for such input but didn't make that process clear in the RFP. ACFD requests that ALCO EMS revise the RFP to incorporate a defined opportunity for stakeholder input that will be communicated to all EMS system contributors and communities.

The ACFD is hopeful that ALCO EMS, ALCO Health Care Services Agency and State EMSA recognize these as concerns that must be addressed immediately and prior to any further phases of RFP EMS-901017.

2) Scope of Work

[Page, Section, Issue / question.]

- 6, Definition of Contractor. Refers to the 911 Ambulance Service contract to be awarded pursuant to this RFP, correct? Not the current contractor (i.e., Paramedics Plus)? (See also p. 154 question)
- 7, Definition of EMT/EMT-I. What is the reference to "this part"?
- 11, Para 3 (also page 34, para K.2). This paragraph describes a 5 year contract, with the ability to extend for 5 years by mutual agreement and an ability for the County to unilaterally extend for 2 years at any time as long as the contract will not exceed 10 years total. Is the 2 years intended to be instead of the 5-year option, or in addition to it? If the 5

year extension is exercised by both parties, does the County retain the ability to extend for up to 2 additional years, for a total contract term of up to 12 years?

- 19. Does the requirement to document litigation history apply only to litigation that has been active or unresolved within the past 5 years? Or is the requirement to list all litigation, resolved and unresolved, for the entire history of the organization?
- 21, Para. d. A "proposed" contract or agreement means a proposed contract *other than* the Bidder's proposed contract pursuant to this RFP, correct?
- 22. Will entrance to the Networking/Bidders Conferences, described in Section E, be limited to "Bidders" as defined in the RFP? If a potential bidder intends to form an LLC, Partnership or JPA in order to respond as one single legal entity as the "Bidder," may each entity that may in the future comprise the LLC, Partnership or JPA attend the Networking/Bidders Conferences?
- 24. Paragraph I.F.1.g states that Federal law preempts local vendor preference, while I.F.1.i requests that the contractor indicate how it intends to incorporate SLEB in its operational and business plans. How will the County evaluate the Bidder's SLEB-related proposals under these circumstances?
- 39. Q.17. "Only one bid response will be accepted from each Bidder." May a Bidder respond as part of a new entity (e.g. as a member of an LLC or partnership) and also independently, since each would constitute a distinct "Bidder" as defined in the RFP?
- 46. If the Bidder is a newly constituted entity such as an LLC or JPA, which will have no references yet, is the Bidder instructed to provide references for each constituent member of the new Bidder entity?
- 46. If a Bidder (or constituent entity member of a Bidder) lists the County EMS Agency as a reference, is the bidder still "strongly encouraged to notify all references that the EMS Agency may be contacting them to obtain a reference"? Is such Bidder-to-EMS Agency communication permissible despite the instruction to Bidders that all contact during the

competitive process regarding the RFP is to be through the identified Supervising Program Specialist only (see. p.36)?

- 47. Item 1D appears to include an incomplete sentence. Is there more text after “unless excepted” or is the sentence simply missing a concluding period?
- 47, Item 3.C.; and 50. If the EMS Agency accepts exceptions, makes clarifications, or agrees to amendments after the bid submittal deadline, will all Bidders be given an opportunity to reconsider and/or resubmit their bids based on those changes to the RFP or contract terms or conditions?
- 51, Table A. The asterisk note reads “such as 50% dextrose”. Since County EMS Policy does not allow D50, is there another example that can be substituted to clarify the “Treat, Non-transport rate”?
- 52, Table C. The asterisk note reads “such as 50% dextrose”. Since County EMS Policy does not allow D50, is there another example that can be substituted to clarify the “Treat, Non-transport rate”?
- 53. “Bidder” as used in the first paragraph refers to the entity submitting the letter of Intent, correct? The potential Bidder may be an entity not yet formed, such as an LLC.
- 53; 54. Will potential Bidders have an opportunity to ask questions following receipt of the materials described in the first paragraph of Page 53? The deadline for questions is the same day as the deadline for letters of intent, thereby making it difficult to ask follow up questions by the deadline.
- 59; 61. Exhibit A 1 I.B.4 indicates that “related new cost will be subject to negotiations between the Contractor and the EMS Agency”, while Exhibit A-1 I.C.8 states “Contractor agrees that their participation in pilot projects shall entail no additional cost to the EMS Agency.” The potential mandatory pilot or research programs are not defined, but would be required at no cost to the EMS Agency, suggesting these undefined costs must be borne by the Contractor or a third party. In order to provide Bidders with more clarity about their

potential future costs, can the scope and costs of such pilot projects also be "subject to negotiations" as a "new cost" instead of mandated at any cost?

- 59, B.6. This section states that the Contractor must "perform all billing and accounting functions... for at least the initial two years of the contract," while the statement on Page 6 Section I.A.2 states that "Contractor may subcontract ancillary services, such as billing," which suggests that such subcontracting is allowed. Is subcontracting these services allowed but only in the future, or is such subcontracting permitted as part of a Bidder's original proposal for all 5 years of the contract period?
- 60, B.9. Is it the intent of County EMSA or HCSA to take over ownership or operations from the Contractor in addition to billing function and accounts receivable? In order to collect voluntary certified public expenditures ownership or operations are required by a governmental entity. This paragraph guarantees a smooth transition for the Contractor, but the exercising of the option appears only to require the action of HCSA and the Board of Supervisors. Would the "buy out" be subject to negotiations?
- 63, E.1.b. Is it the intent of this paragraph that the Contractor is responsible for documenting all First Responder actions, or only first responder actions taken by Contractor's employees?
- 64, Priority 4 Non-Life Threatening. The BLS or ALS response is optional. Is the response code of first responder the option of the local government entity (city or fire district)? (Note, Also, appears on Page 101, W.4.E.)
- 70, G.5.d. Is the return call to the customer within 2 hours, 90% of the time during normal business hours (M-F 8AM-5PM) or 24 hours 7 days a week 365 days a year?
- 76, III.H.1.b. Does the EMS Agency propose or require a minimum number and/or location(s) for comfort stations? If so, it would be helpful for Bidders to have this information in advance of submitting a response.
- 78, para. 5.a. Please clarify the term "with exclusivity at an ALS level for an operating area of greater than 800,000 persons". Does "with exclusivity" mean that the contract must have

some exclusivity provisions, that "exclusivity" must be for the entire operating area, or something else?

- 81, I.5.a-c. Must the Dispatch/System Status Supervisors, Operations Supervisor and EMS Supervisors positions be unique full-time equivalents or can those classifications have other roles? For example, under the current system, the ACRECC Dispatch Supervisor fulfills the Dispatch/System Status Supervisor role; would this continue to be allowable? (See Page 117, Y.1 paragraph 4)
- 83, I.6.e. Please provide further detail on Eighty (80) compensated hours per month. Is this per employee, for all employees or other?
- 84, K.3. Can the Contractor subcontract for CE training that is not "in-house", but within the County or East Bay, subject to mileage reimbursement requirements?
- 87, N. If employee(s) cannot hold over, who will handle the responsibilities of the Dispatch/System Status Supervisor should they require coverage beyond 12 hours due to illness or injury type leave circumstances?
- 87, N.1. The current ambulance provider's existing collective bargaining agreement for employees allows for a 14 hours shift. Is it the EMS Agency's intent to eliminate this option? Page 95, Treatment of Incumbent Work Force, suggests that employees should be offered similar positions, benefits and wages. If the 14-hour shift is eliminated, the associated employee and operational benefits will be lost.
- P. 87, Section N.1. Can there be any allowance for longer work schedules for disasters or major incidents, short of a County-declared state of emergency, which could take days or weeks to be proclaimed?
- P. 101-102. Are the descriptions of Fire Department first response codes meant to be descriptive of current practice? Or to establish new requirements for the Fire Department? Or to incorporate MPDS requirements?

- Page 120 e. Is the Contractor also responsible for the ongoing maintenance of said EMD Center CAD systems, networking connections, software, and hardware and including any CAD to CAD data links?
- 122, Z.2.a.III. Remote access may require licensing. It would be helpful to Bidders if the EMS Agency specifies the number of authorized personnel for whom remote access at the Contractor's cost will be required.
- 138, JI.8.c. Please confirm that the County EMS Agency will retain the responsibility to maintain these EMS Disaster Trailers.
- 149, Section V, N, 1. Is the citation to the Emergency Takeover section correct? Or is this reference meant to apply to Section VIII, R?
- 151, Section VIII, R, 2. What will be the role of Contractor's employees (including EMTs, paramedics and supervisors) during an emergency takeover situation? Is County intending to take over equipment and comfort stations but not personnel? Is there a proposed or established takeover plan that the County can provide to assist Bidders in preparing their proposals?
- 152. What does "immediate access to Contractor's Performance Bond" mean?
- 153, Section X, para. T. "Contractor agrees to continue to provide all services required in and under the contract until the County or a new entity approved by the EMS Agency assumes service responsibilities... Contractor will serve as a lame duck contractor for an extended period of time, which could be a year or longer."
 - Is this intended to mean that the Contractor is expected to continue to provide services, even in the absence of a contract (because it was not renewed or extended), indefinitely?
 - Is there any ability for the Contractor and/or EMS Agency to provide some assurances to the Contractor that there are some reasonable limitations on this,

especially in the situation where the Contractor cannot continue to provide services after the contract expires?

- o If the Contractor cannot serve as a lame duck contractor after the contract expiration, is Contractor still subject to all of the "Emergency Takeover" terms (Section VIII.B.)?
- o Is there a way for Contractor to actually terminate or withdraw from the lame duck service period? Or is the termination of this period within the sole discretion of the County?

- 154 at para. 4.

- o Is "current service provider" synonymous with "Contractor" (i.e., the future contractor to be awarded pursuant this RFP, not the current provider as of today)?
- o Does "Bidders" refer to potential future bidders on a not-yet-issued future RFP, or "Bidders" as defined in this RFP?
- o May an employee of the current service provider (Contractor) disclose their own salary to "competing Bidders"?
- o Will a Bidder to this RFP be disqualified if it disagrees with or "takes exception" to the statement that there is a "reasonable expectation of long-term employment in the system, even though contractors may change" for supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system?

Start of questions from 11/15/17

Bidder Qualifications

Q1. Section I.A.2 of RFP EMS-901017 effectively precludes the ACFD and any subcontractor(s) from submitting their joint proposal to provide higher-quality and cost-effective emergency medical services (EMS) in the Alameda County exclusive operating area (EOA). As stated in ACFD's letter of intent, ACFD intends to form a partnership or other joint venture solely to offer to provide, and to provide, EMS in the Alameda County EOA pursuant to this RFP and EMSA's and ALCO EMS's established rules, regulations, and guidelines, which neither could provide by themselves. Such public/private partnerships have proven to be very successful, cost-effective, and deliver higher quality EMS and ambulance service. The ACFD formally requests that ALCO EMS remove Section I.A.2 from RFP EMS-901017 and seek State EMSA approval for such removal, which would allow subcontracting as one of the available avenues of providing a public/private partnership.

A1. No question is presented to which the County can respond.

Q2. With respect to the Bidder's Key Personnel, what level of relationship between Bidder and Key Personnel is required for a Bidder to pass the pass/fail portion of the minimum qualifications? For example, do the Key Personnel need to be already hired by the Bidder, offered employment, under a contingent contract (to be activated only if the Bidder wins the contract), subject to an independent contractor agreement, etc.? As asked above, if the Bidder is a partnership, the Key Personnel may be employed by a member entity of the partnership rather than by the Bidder (the partnership); would this be acceptable for a passing score on this minimum qualification?

A2. All Key Personnel must be identified by the Bidder in its response to this RFP. In the event the Bidder is a partnership, Key Personnel must be directly employed by the Bidder (the partnership) not later than the Contract Start Date, and shall not be solely employed by a member entity of the partnership nor be independent contractors.

Q3. The RFP EMS-901017 refers to Bidder as "a single legally formed entity responding to this RFP". Section I.E of RFP EMS-901017 explains the process for Bidder questions and conferences; however, it does not describe the procedures for other stakeholders (e.g. ALS first responders, EMD providers, law enforcement, receiving facilities) to provide input. Given previous communications to the City Managers' Association and County Fire Chiefs' Association, the ACFD believes this purely an oversight and that County EMS intended to allow an opportunity for such input but didn't make that process clear in the RFP. ACFD requests that ALCO EMS revise the RFP to incorporate a defined opportunity for stakeholder input that will be communicated to all EMS system contributors and communities.

A3. No question is presented to which the County can respond.

Q4. The ACFD is hopeful that ALCO EMS, ALCO Health Care Services Agency and State EMSA recognize these as concerns that must be addressed immediately and prior to any further phases of RFP EMS-901017.

A4. No question is presented to which the County can respond.

Q5. 6, Definition of Contractor. Refers to the 911 Ambulance Service contract to be awarded pursuant to this RFP, correct? Not the current contractor (i.e., Paramedics Plus)? (See also

p. 154 question)

A5. Yes. That definition refers to the contract to be awarded pursuant to this RFP.

Q6. 7, Definition of EMT/EMT-I. What is the reference to "this part"?

A6. That refers to all applicable governing language in California Health and Safety Code Division 2.5, commencing with section 1797.

Q7. 11, Para 3 (also page 34, para K.2). This paragraph describes a 5 year contract, with the ability to extend for 5 years by mutual agreement and an ability for the County to unilaterally extend for 2 years at any time as long as the contract will not exceed 10 years total. Is the 2 years intended to be instead of the 5-year option, or in addition to it? If the 5 year extension is exercised by both parties, does the County retain the ability to extend for up to 2 additional years, for a total contract term of up to 12 years?

A7. Section I.A.K.2 is hereby modified as follows:

The EMS Agency may extend the contract by mutual agreement with Contractor for up to an additional five (5) years. The EMS Agency may also unilaterally extend the contract an additional twenty four (24) months at any time only once, except, however, in no event shall this unilateral extension extend the total contract term beyond 10 years.

Q8. 19. Does the requirement to document litigation history apply only to litigation that has been active or unresolved within the past 5 years? Or is the requirement to list all litigation, resolved and unresolved, for the entire history of the organization?

A8. All litigation history as described in section I.C.2.a, whether active, resolved, or unresolved, within the past five (5) years.

Q9. 21, Para. d. A "proposed" contract or agreement means a proposed contract other than the Bidder's proposed contract pursuant to this RFP, correct?

A9. Any proposed or executed contract or agreement by the Bidder with any participant in the Alameda County EMS System for the purpose of the Bidder's provision of services required by this RFP. The EMS Agency will develop the contract under which the successful Bidder in this procurement will deliver the required services.

Q10. 22. Will entrance to the Networking/Bidders Conferences, described in Section E, be limited to "Bidders" as defined in the RFP? If a potential bidder intends to form an LLC, Partnership or JPA in order to respond as one single legal entity as the "Bidder," may each entity that may in the future comprise the LLC, Partnership or JPA attend the Networking/Bidders Conferences?

A10. The Networking/Bidders Conferences are open to the public. Any interested party may attend.

Q11. 24. Paragraph I.F.1.g states that Federal law preempts local vendor preference, while 1.F.1.1 requests that the contractor indicate how it intends to incorporate SLEB in its operational and business plans. How will the County evaluate the Bidder's SLEB-related proposals under these circumstances?

A11. Section I.F.1.i. is modified as follows:

Contractor is encouraged to consider and involve small businesses, local business, and firms owned by women and/or minorities in its purchasing and subcontracting arrangements. ~~The County has a~~

~~comprehensive business outreach and Small Local Emerging Business program. The Contractor shall indicate in its Proposal how it intends to incorporate small and local businesses in its operational and business plans.~~

The County will not evaluate the Bidder's SLEB-related proposals.

Q12. 39. 0.17. "Only one bid response will be accepted from each Bidder." May a Bidder respond as part of a new entity (e.g. as a member of an LLC or partnership) and also independently, since each would constitute a distinct "Bidder" as defined in the RFP?

A12 Yes. The RFP defines "Bidder" as a "single legally formed entity responding to this RFP."

Q13. 46. If the Bidder is a newly constituted entity such as an LLC or JPA, which will have no references yet, is the Bidder instructed to provide references for each constituent member of the new Bidder entity?

A13 Despite the fact that the Bidder may be a newly constituted entity, its Key Personnel will have provided similar services for which references should be available.

Q14.46. If a Bidder (or constituent entity member of a Bidder) lists the County EMS Agency as a reference, is the bidder still "strongly encouraged to notify all references that the EMS Agency may be contacting them to obtain a reference"? Is such Bidder-to-EMS Agency communication permissible despite the instruction to Bidders that all contact during the competitive process regarding the RFP is to be through the identified Supervising Program Specialist only (see. p.36)?

A14. Identification of the Alameda County Emergency Medical Services Agency as a reference by the Bidder will suffice. Notification of references is encouraged but not required by the RFP.

Q15. 47. Item 10 appears to include an incomplete sentence. Is there more text after "unless excepted" or is the sentence simply missing a concluding period?

A15. No additional text was intended. The concluding period is missing.

Q16. 47, Item 3.C.; and 50. If the EMS Agency accepts exceptions, makes clarifications, or agrees to amendments after the bid submittal deadline, will all Bidders be given an opportunity to reconsider and/or resubmit their bids based on those changes to the RFP or contract terms or conditions?

A16. As stated in section I.J.3 of the RFP, "The EMS Agency reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the EMS Agency." If the EMS Agency accepts an exception or agrees to amendments that the EMS Agency determines in its sole discretion materially alter the terms and the conditions of the RFP, the EMS Agency may permit all Bidders to submit revised proposals addressing such material change.

Q17. 51, Table A. The asterisk note reads "such as 50% dextrose". Since County EMS Policy does not allow D50, is there another example that can be substituted to clarify the "Treat, Non-transport rate"?

A17. 10% Dextrose

Q18. 52, Table C. The asterisk note reads "such as 50% dextrose". Since County EMS Policy does not allow D50, is there another example that can be substituted to clarify the "Treat, Non-transport rate"?

A18. 10% Dextrose

Q19. 53. "Bidder" as used in the first paragraph refers to the entity submitting the letter of intent, correct? The potential Bidder may be an entity not yet formed, such as an LLC.

A19. EMS system data and materials, including the required spreadsheet template for the financial bid are provided in response to each received Letter of Intent.

Q20. 53; 54. Will potential Bidders have an opportunity to ask questions following receipt of the materials described in the first paragraph of Page 53? The deadline for questions is the same day as the deadline for letters of intent, thereby making it difficult to ask follow up questions by the deadline.

A20. Yes. The RFP clearly identifies that the Networking / Bidders Conferences provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.

Q21. 59; 61. Exhibit A-11.B.4 indicates that "related new cost will be subject to negotiations between the Contractor and the EMS Agency", while Exhibit A-11.C.8 states "Contractor agrees that their participation in pilot projects shall entail no additional cost to the EMS Agency." The potential mandatory pilot or research programs are not defined, but would be required at no cost to the EMS Agency, suggesting these undefined costs must be borne by the Contractor or a third party. In order to provide Bidders with more clarity about their potential future costs, can the scope and costs of such pilot projects also be "subject to negotiations" as a "new cost" instead of mandated at any cost?

A21. The Contractor is involved in planning pilot or research programs. A limit to the cost of such programs is not defined, however, the County has historically and intends to continue reaching mutual agreement on such costs with the Contractor via negotiation prior to implementation of these programs. Previous examples of such programs include:

- Change from morphine to fentanyl for pain management (Contractor responsible for supply and training costs, EMS Agency developed training materials)*
- Implementation of Tranexamic Acid for hypotensive trauma patients (Contractor responsible for supply and training costs, EMS Agency developed training materials)*
- Implementation of half back spinal immobilization devices (implementation funded by EMS Agency, EMS Agency developed training materials, Contractor responsible for training and maintenance costs)*
- EKG transmission system (implementation funded by hospitals, Contractor responsible for training and maintenance costs)*
- Cardiac Arrest Receiving Centers (Contractor responsible for training costs, EMS Agency developed training materials)*
- Cardiac Arrest Registry to Enhance Survival (data transfer managed by EMS Agency with some technical assistance by Contractor)*

- *Sepsis Protocol (Contractor responsible for training costs, EMS Agency developed training materials)*
- *Sodium Thiosulfate (Contractor responsible for training and supply costs to equip its EMS Supervisor vehicles, EMS Agency developed training materials)*

Q22.59, B.6. This section states that the Contractor must "perform all billing and accounting functions... for at least the initial two years of the contract," while the statement on Page 6 Section I.A.2 states that "Contractor may subcontract ancillary services, such as billing," which suggests that such subcontracting is allowed. Is subcontracting these services allowed but only in the future, or is such subcontracting permitted as part of a Bidder's original proposal for all 5 years of the contract period?

A22. Subcontracting billing services by the Contractor is permissible throughout the life of the contract. The Contractor shall remain responsible for the performance of all billing and accounting functions, for at least the initial two years of the contract, unless excused by the EMS Agency in writing. Accordingly, such subcontracting of billing is permitted as part of a Bidder's original proposal for all 5 years of the contract period.

Q23. 60, 8.9. Is it the intent of County EMSA or HCSA to take over ownership or operations from the Contractor in addition to billing function and accounts receivable? In order to collect voluntary certified public expenditures ownership or operations are required by a governmental entity. This paragraph guarantees a smooth transition for the Contractor, but the exercising of the option appears only to require the action of HCSA and the Board of Supervisors. Would the "buy out" be subject to negotiations?

A23. No. The County has no intent to "buy out" the Contractor.

Q24. 63, E.1.b. Is it the intent of this paragraph that the Contractor is responsible for documenting all First Responder actions, or only first responder actions taken by Contractor's employees?

A24. It is the intent of this paragraph that the Contractor document its compliance with system medical protocols using descriptive statistics.

Q25. 64, Priority 4 Non-Life Threatening. The BLS or ALS response is optional. Is the response code of first responder the option of the local government entity (city or fire district)? (Note, Also, appears on Page 101, W.4.E.)

A25. This RFP is for the provision of Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization. Lights and Sirens response has significant inherent risk for emergency responders and the public and is reserved for those emergencies requiring lifesaving services. Authorization of Lights and Sirens response to medical emergencies is a function of Local Medical Control. Bidders may wish to review the following publications:

1. *Alpert A, Morganti KG, Margolis GS, Wasserman J, Kellermann AL. Giving EMS flexibility in transporting low-acuity patients could generate substantial Medicare savings. Health Aff (Millwood) 2013;32:2142-8.*
2. *Murray B, Kue R. The Use of Emergency Lights and Sirens by Ambulances and Their Effect on Patient Outcomes and Public Safety: A Comprehensive Review of the Literature. Prehosp Disaster Med 2017;32:209-16.*

3. *Sporer KA, English J. What dispatch really shows. JEMS 2014;39:58-60, 2-3.*
4. *Sporer KA, Youngblood GM, Rodriguez RM. The ability of emergency medical dispatch codes of medical complaints to predict ALS prehospital interventions. Prehosp Emerg Care 2007;11:192-8.*
5. *Sporer KA, Johnson NJ. Detailed analysis of prehospital interventions in medical priority dispatch system determinants. West J Emerg Med 2011;12:19-29.*
6. *Sporer KA, Craig AM, Johnson NJ, Yeh CC. Does emergency medical dispatch priority predict delphi process-derived levels of prehospital intervention? Prehosp Disaster Med 2010;25:309-17.*
7. *Hodell EM, Sporer KA, Brown JF. Which emergency medical dispatch codes predict high prehospital nontransport rates in an urban community? Prehosp Emerg Care 2014;18:28-34.*
8. *Sanddal TL, Sanddal ND, Ward N, Stanley L. Ambulance Crash Characteristics in the US Defined by the Popular Press: A Retrospective Analysis. Emerg Med Int 2010;2010:525979.*
9. *Clawson JJ, Martin RL, Cady GA, Maio RF. The wake-effect--emergency vehicle-related collisions. Prehosp Disaster Med 1997;12:274-7.*
10. *Firefighter Fatalities in the United States, 2016. NPFA Journal 2017.*

Q26. 70, G.5.d. Is the return call to the customer within 2 hours, 90% of the time during normal business hours (M-F 8AM-5PM) or 24 hours 7 days a week 365 days a year?

A26. 24 hours per day, 7 days per week, 365 days per year.

Q27. 76, 111.H.I.b. Does the EMS Agency propose or require a minimum number and/or location(s) for comfort stations? If so, it would be helpful for Bidders to have this information in advance of submitting a response.

A27. The EMS Agency does not propose or require a minimum number and / or location(s) for comfort stations. Bidders should note that in accordance with Section I.F.1.k.J:

Commitment to Employees:

Proposals will be evaluated against the RFP specifications found in Exhibit A-1 - [Commitment to Employees](#). Scored areas are:

1. *Proposed comfort stations meet or exceed criteria in RFP, [III.H.1.a-c](#).*
2. *Number of crew comfort stations.*
3. *Extent to which organization's plan and process for employee engagement and satisfaction meets criteria in RFP, [III.H.2.a-o](#).*

Q28. 78, para.5.a. Please clarify the term "with exclusivity at an ALS level for an operating area of greater than 800,000 persons". Does "with exclusivity" mean that the contract must have some exclusivity provisions, that "exclusivity" must be for the entire operating area, or something else?

A28. The term "exclusivity" refers to an entire single operating area as opposed to a portion thereof.

Q29. 81, 1.5.a-c. Must the Dispatch/System Status Supervisors, Operations Supervisor and EMS Supervisors positions be unique full-time equivalents or can those classifications have other roles?

For example, under the current system, the ACRECC Dispatch Supervisor fulfils the Dispatch/System Status Supervisor role; would this continue to be allowable? (See Page 117, Y.1 paragraph 4)

A29. The EMS Agency believes that this question pertains to Page 81, I.6.a-c. Each position must be unique and committed fully to performing the associated duties as described in the RFP.

Q30. 83, 1.6.e. Please provide further detail on Eighty (80) compensated hours per month. Is this per employee, for all employees or other?

A30. A total of 80 compensated hours per month are to be distributed amongst field personnel designated by the Contractor to participate in clinical quality improvement activities.

Q31. 84, K.3. Can the Contractor subcontract for CE training that is not "in-house", but within the County or East Bay, subject to mileage reimbursement requirements?

A31. Contractor may subcontract for the required CE training programs, however, the CE training programs shall be conducted within the Contractor's own facilities and be easily accessible to its personnel.

Q32. 87, N. If employee(s) cannot hold over, who will handle the responsibilities of the Dispatch/System Status Supervisor should they require coverage beyond 12 hours due to illness or injury type leave circumstances?

A32. It is the responsibility of the Contractor to determine the appropriate course of action to staff this required position in this circumstance. Advance contingency planning is recommended.

Q33. 87, N.1. The current ambulance provider's existing collective bargaining agreement for employees allows for a 14 hours shift. Is it the EMS Agency's intent to eliminate this option? Page 95, Treatment of Incumbent Work Force, suggests that employees should be offered similar positions, benefits and wages. If the 14-hour shift is eliminated, the associated employee and operational benefits will be lost.

A33. Provider fatigue and the impairment associated with fatigue pose a significant safety risk for patients, partners, and others in the community. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest. No shift for EMTs, Paramedics, EMS Supervisors, Operations Supervisors, and Dispatch/System Status Supervisors shall be scheduled for a period longer than 12 hours, except as permitted under Section IV.N.1, as modified in the addendum.

Q34. P. 87, Section N.1. Can there be any allowance for longer work schedules for disasters or major incidents, short of a County-declared state of emergency, which could take days or weeks to be proclaimed?

*A34. **Section IV.N.1 is modified as follows:***

EMTs, paramedics, EMS Supervisors, Operations Supervisors and Dispatch/System Status Supervisors shall not be scheduled to work shifts longer than 12 hours, and the absolute length of any mandated or "holdover" work assignment shall not exceed 14 hours, except during a locally proclaimed state of emergency within Alameda County (or in other jurisdictions when providing Mutual Aid) or as may be authorized by the EMS Director or his/her designee.

Q35. P. 101-102. Are the descriptions of Fire Department first response codes meant to be descriptive of current practice? Or to establish new requirements for the Fire Department? Or to incorporate MPDS requirements?

A35. Some of the descriptions of Fire Department First Response Codes are descriptive of current practice in some parts of the EOA. This RFP is for the provision of Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization. Lights and Sirens response has significant inherent risk for emergency responders and the public and is reserved for those emergencies requiring lifesaving services. Authorization of Lights and Sirens response to medical emergencies is a function of Local Medical Control. For further details, see response to #25, above.

Q36. Page 120 e. Is the Contractor also responsible for the ongoing maintenance of said EMD Center CAD systems, networking connections, software, and hardware and including any CAD to CAD data links?

A36. The contractor is responsible for all costs, which includes the ongoing maintenance costs associated with its choice of and linkage into the EMS Agency-approved EMD center CAD system(s) for deployment management/measuring software, hardware, and network connections.

Q37. 122, Z.2.a.iii. Remote access may require licensing. It would be helpful to Bidders if the EMS Agency specifies the number of authorized personnel for whom remote access at the Contractor's cost will be required.

A37. No question is presented to which the County can respond. Bidders may wish to see the general response to question number 126.

Q38. 138, JJ.8.c. Please confirm that the County EMS Agency will retain the responsibility to maintain these EMS Disaster Trailers.

A38. The Contractor will house and the EMS Agency will maintain the two referenced EMS Disaster Trailers. The dimensions of the trailers for storage purposes are six (6) feet in width by nine (9) feet in length by four (4) feet in height.

Q39. 149, Section V, N, 1. Is the citation to the Emergency Takeover section correct? Or is this reference meant to apply to Section VIII, R?

A39. Section V.N.1 is modified as follows:

The County shall have the right to pursue Contractor for damages and the right of Emergency takeover as set forth in ~~I, H, 1 below~~ V, VI, VII and/or VIII.

Q40. 151, Section VIII, R, 2. What will be the role of Contractor's employees (including EMTs, paramedics and supervisors) during an emergency takeover situation? Is County intending to take over equipment and comfort stations but not personnel? Is there a proposed or established takeover plan that the County can provide to assist Bidders in preparing their proposals?

A40. The County intends that the Contractor will fulfill its obligations such that an Emergency Takeover does not become necessary. Personnel are not physical assets and hence not referenced in this Section. Employment stability within the EMS System is an important concern of incumbent employees and the EMS Agency and directly correlates with the continuation of the performance of the EMS system. Supervisory personnel, EMTs and paramedics working in the EMS system have a

reasonable expectation of long-term employment in the system. A proposed or established takeover plan for the services to be provided by the Contractor in accordance with this RFP does not exist at the present time.

Q41. 152. What does "immediate access to Contractor's Performance Bond" mean?

A41. In the event the EMS Agency is compelled to effect an Emergency Takeover, the EMS Agency must have full and immediate access to all funds in the Contractor's Performance Bond. This will require an immediate forfeiture to the County of Alameda of the full amount of the Performance Bond.

Q42. 153, Section X, para. T. "Contractor agrees to continue to provide all services required in and under the contract until the County or a new entity approved by the EMS Agency assumes service responsibilities... Contractor will serve as a lame duck contractor for an extended period of time, which could be a year or longer."

Is this intended to mean that the Contractor is expected to continue to provide services, even in the absence of a contract (because it was not renewed or extended), indefinitely?

A42. No. The "Lame Duck" Contractor is expected to continue to provide services for the full term of its agreement with the County, unless excused by the EMS Agency after a successor has been selected.

Q43. Is there any ability for the Contractor and/or EMS Agency to provide some assurances to the Contractor that there are some reasonable limitations on this, especially in the situation where the Contractor cannot continue to provide services after the contract expires?

A43. Contractor is not expected to provide services after the expiration of the term of its contract with the County.

Q44. If the Contractor cannot serve as a lame duck contractor after the contract expiration, is Contractor still subject to all of the "Emergency Takeover" terms (Section VIII.R.)?

A44. No. Contractor is expected to provide services in accordance with the term of its agreement with the County.

Q45. Is there a way for Contractor to actually terminate or withdraw from the lame duck service period? Or is the termination of this period within the sole discretion of the County?

A45. Section VII.P., Written Notice provides that the Contract may be canceled immediately by written mutual agreement of the Contractor and the County.

Q46. 154 at para. 4. The EMS Agency believes that this question pertains to Page 154, Section X.T.4. Is "current service provider" synonymous with "Contractor" (i.e., the future contractor to be awarded pursuant this RFP, not the current provider as of today)?

A46. In this citation, "current service provider" refers to the Contractor pursuant to this RFP. The same is true regarding this citation in Section X.T.5 and X.T.6.

Q47. Does "Bidders" refer to potential future bidders on a not-yet-issued future RFP, or "Bidders" as defined in this RFP?

A47. In this citation, "Bidders" refers to potential future Bidders on a future RFP.

Q48. May an employee of the current service provider (Contractor) disclose their own salary to "competing Bidders"?

A48. This is not a matter which the EMS Agency seeks to govern.

Q49. Will a Bidder to this RFP be disqualified if it disagrees with or "takes exception" to the statement that there is a "reasonable expectation of long-term employment in the system, even though contractors may change" for supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system?

A49. The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

End of questions from 11/15/17



Alameda County Fire Department

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Tel (925) 833-3473 | (510) 632-3473 Fax (925) 875-9387
www.acgov.org/fire

DAVID A. ROCHA
Fire Chief

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December 12, 2017

Alameda County Emergency Medical Services Agency
RFP No. EMS-901017
Attn: Kristel Acacio, Supervising Program Specialist
1000 San Leandro Blvd, Suite 200
San Leandro, CA 94577

SUBJECT: ADDITIONAL QUESTIONS REGARDING RFP EMS-901017

Dear Ms. Acacio,

Alameda County Fire Department is pleased to submit additional written questions regarding the RFP EMS-901017 for Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization. Attached please find a list of specific questions seeking further clarification about the project and the RFP.

Sincerely,

David A. Rocha
Fire Chief

DEDICATED TO SUPERIOR SERVICE

The EMS Agency is considering several possibilities for increasing reimbursement financing for ambulance contracts under federal and state programs. Therefore at this time, to maximize efficiency and performance, and to minimize financial and operational risk to taxpayers, the EMS Agency intends to award a direct contract from the EMS Agency to a single Contractor experienced in the business management, financing, and operation of large 911 ALS Ambulance Services, operating through high performance contracts (See Bidder Minimum Qualifications - Section C.1). The selected Contractor, as defined in this RFP, may not subcontract any 911 Ambulance Services provided to the County to any other organization, must self-perform the majority of 911 Ambulance Services, and must directly employ all Key Personnel as well as EMT's and Paramedics as described in this RFP.

1. Which state and federal programs are you considering for increasing reimbursement, and how do the elements of this RFP and the subsequent contract for services play into this additional reimbursement?
2. Which efficiency and performance issues, as well as financial and operational issues, are EMS and/or HCSA referring to in relation to the restriction or elimination of the subcontracting?
3. Did the agency conduct any studies or evaluations on the impact of subcontracting?
 - 3.1. If so, what conclusions did the agency reach in these studies or evaluations?
 - 3.2. The ACFD respectfully requests the disclosure of these studies or evaluations to all bidders.

There have been many changes and improvements in EMS and health care during the last decade. Alameda County EMS is among the jurisdictions that have conducted numerous evidence-based studies to determine which practices will produce the best patient outcomes. Technology has allowed EMS to improve response times and productivity and to provide data for identifying best practices that will deliver positive results.

4. Please identify which studies you have conducted in relation to the above statement in the RFP?
5. Please provide all Bidders with copies of those studies, or provide all bidders with the link to their location.
6. Are there any other studies that the agency can cite that were used in developing this RFP? Please provide copies of these studies, or a link to their location.

November 13, 2017, AN OPEN LETTER REGARDING THE EMS 911 AMBULANCE SERVICES RFP

Paragraph #4

With respect to correspondence received since the RFP's release, I have several comments. First, there have been suggestions that the RFP's prohibition on subcontracting of 911 Ambulance Services – the core service to be provided under an eventual contract – was a "County level decision." This is not accurate. The state EMS Authority has repeatedly informed the County that it will not approve a contractor-subcontractor model for Alameda County. In fact, they have expressly advised that the Alameda EMS Agency should not look to the Contra Costa model for guidance. In light of this clear position, the EMS Agency had no choice but to prohibit subcontracting of essential 911 Ambulance Services.

7. Please identify when the State informed the County it would not approve a contractor-subcontractor model for Alameda County and expressly advised that the Alameda EMS Agency should not look to the Contra Costa model for guidance.
 - 7.1. Was the communication in writing? If the communication was in writing, the ACFD respectfully requests the disclosure of the document(s) or email(s).
 - 7.2. If the communication was verbal, then the ACFD requests that you identify who at the State EMSA provided that direction that forced the HCSA or EMS to withhold or eliminate subcontracting?
 - 7.3. Please identify who in Alameda County was informed and who was aware of this direction?
 - 7.4. Did State EMSA provide or identify any particular issue with the Contra Costa Model that supports their position?
 - 7.5. Did State EMSA explain why Alameda County should not look to the Contra Costa model or seek guidance from them?
8. Is it your understanding that the State EMSA must approve or reject the final contract between the County and the contractor? Can you provide all Bidders with the statute or regulation that provides the State that authority?

Start of questions from 12/12/17

Page 10, 1. A {2}

The EMS Agency is considering several possibilities for increasing reimbursement financing for ambulance contracts under federal and state programs. Therefore at this time, to maximize efficiency and performance, and to minimize financial and operational risk to taxpayers, the EMS Agency intends to award a direct contract from the EMS Agency to a single Contractor experienced in the business management, financing, and operation of large 911 ALS Ambulance Services, operating through high performance contracts (See Bidder Minimum Qualifications - Section C.1). The selected Contractor, as defined in this RFP, may not subcontract any 911 Ambulance Services provided to the County to any other organization, must self-perform the majority of 911 Ambulance Services, and must directly employ all Key Personnel as well as EMT's and Paramedics as described in this RFP.

Q50. Which state and federal programs are you considering for increasing reimbursement, and how do the elements of this RFP and the subsequent contract for services play into this additional reimbursement?

A50. State and federal programs given consideration include but are not limited to the Ground Emergency Medical Transportation Services (GEMT), Intergovernmental Transfer (IGT), and Quality Assurance Fee (QAF) based funding programs. Under the terms of the RFP, an EMS financial working group comprised of the successful Bidder, EMS Agency and HCSA will collectively evaluate the potential for supplemental revenue claiming opportunities that may be available to the EMS Agency that are not available to the Contractor. If it would benefit the financial stability of the services provided to the EOA as specified in this RFP for the HCSA to assume the billing function and accounts receivable, this option could be exercised by the HCSA with the approval of the Board of Supervisors. Bidders should note that the health care reimbursement environment continues to rapidly change. The EMS Agency desires a collaborative relationship with the Contractor that enables through cooperation over time maximal collection of revenue for the services provided as specified in this RFP.

Q51. Which efficiency and performance issues, as well as financial and operational issues, are EMS and/or HCSA referring to in relation to the restriction or elimination of the subcontracting?

A51. The EMS Agency requires a contractor experienced in the business management, financing and operation of large 911 ALS Ambulance Services, operating through high performance contracts. As such, the selected Contractor, as defined in this RFP, may not subcontract any 911 Ambulance Services provided to the County to any other organization, must self-perform the majority of 911 Ambulance Services, and must directly employ all Key Personnel as well as EMT's and Paramedics as described in this RFP.

Q52. Did the agency conduct any studies or evaluations on the impact of subcontracting?

A52. Yes

3.1. If so, what conclusions did the agency reach in these studies or evaluations?

A3.1. A RFP permitting subcontracting beyond ancillary services was submitted by the EMS Agency to the Emergency Medical Services Authority of the State of California (EMSA) for approval. In correspondence dated August 12, 2016 the EMSA Director notified the EMS Agency as follows:

The Alameda County EMS identified Alliance Model RFP, as submitted has several issues that cannot be determined by EMSA at this time. EMSA is currently researching these issues to ensure the RFP does not violate the Office of Attorney General's Opinion 10-506 (2010) regarding incompatible activities or anti-trust laws concerning fair bidding. EMSA does not know how long this research might take, given the complexities of the issues. EMSA evaluates RFPs on a case by case basis given the merits of each RFP. Ambulance Zone RFPs, must be true competitive processes that do not either favor or provide deference to any particular bidder. Review processes for RFPs also must not include influence from entities with an interest in the outcome for the RFP. EMSA is unable to approve the Alameda County EMS Agency identified Alliance Model RFP at this time.

The EMS Agency is unable to release a RFP which is not approved by EMSA.

3.2.The ACFD respectfully requests the disclosure of these studies or evaluations to all bidders.

A3.2. No question is presented to which the EMS Agency can respond.

Page 14, I. B (3)

There have been many changes and improvements in EMS and health care during the last decade. Alameda County EMS is among the jurisdictions that have conducted numerous evidence-based studies to determine which practices will produce the best patient outcomes. Technology has allowed EMS to improve response times and productivity and to provide data for identifying best practices that will deliver positive results.

Q53. Please identify which studies you have conducted in relation to the above statement in the RFP?

*A53. Johnson NJ, **Sporer KA** How Many emergency dispatched occurred per cardiac arrest? Resuscitation. 2010;81:1499-1504.*

***Sporer KA, Craig AM, Johnson NJ, Yeh CC.** Does emergency medical dispatch priority predict Delphi process-derived levels of prehospital intervention? Prehospital and Disaster Medicine 2010 July-Aug;25(4):309-17.*

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(Collaborator in CARES Surveillance Group)

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Q54. Please provide all Bidders with copies of those studies, or provide all bidders with the link to their location.

A54. Due to copyright considerations, Bidders wishing to access these documents should directly contact the respective sources identified.

Q55. Are there any other studies that the agency can cite that were used in developing this RFP? Please provide copies of these studies, or a link to their location.

A55. Alpert A, Morganti KG, Margolis GS, Wasserman J, Kellermann AL. Giving EMS flexibility in transporting low-acuity patients could generate substantial Medicare savings. Health Aff (Millwood) 2013;32(12):2142-8.

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Paragraph #4

With respect to correspondence received since the RFP's release, I have several comments. First, there have been suggestions that the RFP's prohibition on subcontracting of 911 Ambulance Services - the core service to be provided under an eventual contract- was a "County level decision." This is not accurate. The state EMS Authority has repeatedly informed the County that it will not approve a contractor-subcontractor model for Alameda County. In fact, they have expressly advised that the Alameda EMS Agency should not look to the Contra Costa model for guidance. In light of this clear position, the EMS Agency had no choice but to prohibit subcontracting of essential 911 Ambulance Services.

Bidders should note that the language above is not contained within the RFP or written addendum. The RFP and written addendum are the only sources of information upon which Bidders may rely. No statement or representation made outside the RFP and addendum,

whether at the Bidders' Conferences or otherwise, reflects the scope, requirements, or meaning of the RFP, and no such statement or representation shall supersede the terms of the RFP and addendum.

Q56. Please identify when the State informed the County it would not approve a contractor-subcontractor model for Alameda County and expressly advised that the Alameda EMS Agency should not look to the Contra Costa model for guidance.

Was the communication in writing? If the communication was in writing, the ACFD respectfully requests the disclosure of the document(s) or email(s).

A56. In correspondence dated August 12, 2016 to EMS Agency Medical Director Dr. Karl Sporer, EMSA Director Dr. Howard Backer wrote:

The Alameda County EMS identified Alliance Model RFP, as submitted has several issues that cannot be determined by EMSA at this time. EMSA is currently researching these issues to ensure the RFP does not violate the Office of Attorney General's Opinion 10-506 (2010) regarding incompatible activities or anti-trust laws concerning fair bidding. EMSA does not know how long this research might take, given the complexities of the issues. EMSA evaluates RFPs on a case by case basis given the merits of each RFP. Ambulance Zone RFPs, must be true competitive processes that do not either favor or provide deference to any particular bidder. Review processes for RFPs must also not include influence from entities with an interest in the outcome for the RFP. EMSA is unable to approve the Alameda County EMS Agency identified Alliance Model RFP at this time.

If the communication was verbal, then the ACFD requests that you identify who at the State EMSA provided that direction that forced the HCSA or EMS to withhold or eliminate subcontracting?

The communication was written.

Please identify who in Alameda County was informed and who was aware of this direction?

The correspondence from EMSA Director Dr. Howard Backer dated August 12, 2016 was directed to EMS Agency Medical Director Dr. Karl Sporer.

7.1. Did State EMSA provide or identify any particular issue with the Contra Costa Model that supports their position?

A7.1. In correspondence dated August 12, 2016 to EMS Agency Medical Director Dr. Karl Sporer, EMSA Director Dr. Howard Backer wrote:

The Alameda County EMS identified Alliance Model RFP, as submitted has several issues that cannot be determined by EMSA at this time. EMSA is currently researching these issues to ensure the RFP does not violate the Office of Attorney General's Opinion 10-506 (2010) regarding incompatible activities or anti-trust laws concerning fair bidding. EMSA does not know how long this research might take, given the complexities of the issues. EMSA evaluates RFPs on a case by case basis given the merits of each RFP. Ambulance Zone RFPs, must be true competitive processes that do not either favor or provide deference to any particular bidder. Review processes for RFPs must also not include influence from entities with an interest in the outcome for the RFP. EMSA is unable to approve the Alameda County EMS Agency identified Alliance Model RFP at this time.

Did State EMSA explain why Alameda County should not look to the Contra Costa model or seek guidance from them?

Bidders may wish to contact EMSA regarding its actions.

Is it your understanding that the State EMSA must approve or reject the final contract between the County and the contractor? Can you provide all Bidders with the statute or regulation that provides the State that authority?

The EMS Agency is unable to comprehensively respond to this question as it lacks adequate specificity and doing so would accordingly entail speculation. Bidders may wish to review EMSA's Competitive Process for Creating Exclusive Operating Areas, EMSA #141 and/or California Health and Safety Code, Division 2.5, Emergency Medical Services. The latter may be accessed at www.emsa.ca.gov.

End of questions from 12/12/17

American Medical Response

Alameda County, California
911 Ambulance Services Proposal
RFP No. EMS901017



Clarification Request

WRITTEN BIDDER QUESTIONS | RFP NO. EMS-901017

15 November 2017

Alameda County, Health Care Services Agency
RFP No. EMS 901017
Attn: Kristel Acacio, Supervising Program Specialist
1000 San Leandro Blvd., Suite 300 | San Leandro, CA 94577
510.618.1910 | kristel.acacio@acgov.org

RE: WRITTEN BIDDER QUESTIONS | RFP NO. EMS-900616 | AMERICAN MEDICAL RESPONSE (AMR)

Ms. Acacio:

On behalf of American Medical Response ("AMR"), thank you for the opportunity to request additional clarification on select aspects of the Alameda County ("County") Health Care Services Agency ("HCSA") Request for Proposal ("RFP") No. EMS-901017, for Emergency Ambulance Service, 9-1-1 Response, ALS Transport, and Standby Service with Transportation Authorization ("911 Ambulance Services").

After a thorough review of the bid RFP, we have compiled forty-five (45) written questions for your review, listed in the following pages.

Thank you for your consideration. If you require any information about our request or would like further elaboration, please do not hesitate to contact me directly.

Sincerely,

Thomas Wagner
Chief Executive Officer (CEO), West Region
2400 Bisso Lane | Concord, CA 94520
510.618.1910 | thomas.wagner@amr.net

1. FINANCIAL SUBSIDY OPTION

Page 12, Section I.B.2

Do bidders have the option to propose a financial subsidy for services?

2. KEY PERSONNEL EXPERIENCE

Page 16, Section I.C.1.a (1)

The RFP requires each of the bidder's Key Personnel to have been continuously engaged during the last five years in providing ALS operations to a population greater than 800,000. We do not believe any current industry provider meets this standard, including the current provider. Please confirm this is a disqualifying requirement.

3. CONTRACTS WITH EMS SYSTEM PARTICIPANTS

Page 21, Section I.C.2.d

Is this related only to contracts the bidder has executed/proposed as it relates to the provision of services within this RFP?

4. COUNTY SELECTION COMMITTEE

Page 23, Section I.F.1.a

How will members of the County Selection Committee ("CSC") be determined and selected? Who or what entity will select/approve the members of the CSC?

5. PASS/FAIL EVALUATION

Page 25, Section I.F.1.k

How are "pass/fail" items incorporated into the evaluation criteria? Do they impact scoring?

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Do bidders have the option to propose a financial subsidy for services?

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6. EVALUATION TABLE

Page 29, Section I.F.1.J.

Row M of the table is titled *"Organizational Infrastructure and Billing and Accounting"*, but the evaluation criteria content below it regards safety programs and loss mitigation.

Is this a formatting mistake?

7. CONTRACT EVALUATION AND ASSESSMENT

Page 30, Section I.G.3.

Does this section imply the County could award and simply revoke after the bidder has started operations? How does this relate to the breach language and cure period outlined on page 148 (Exhibit A-2, Section IV.L.)?

8. BID PROTEST

Page 32, Section I.H.2.a.

In the event of a protest, will the County release the submitted bids so that bidders can determine the exact facts of their protest?

9. UNILATERAL EXTENSION

Page 34, Section I.K.1.

The contract term allows for a unilateral right for the County to extend the contract. An unknown term can introduce uncertainty in planning for capital replacements and real estate leases. This will result in bidders proposing higher initial rates to account for this exposure. Would the County consider amending this language?

10. PERFORMANCE BOND

Page 35, Section I.L.1.

Can the County provide its rationale in requiring this level of performance bond?

11. ACCOUNT MANAGER / SUPPORT STAFF

Page 36, Section I.M.1.

When describing the account manager requirement, can the County explain the exact scope of the "Operations Director" position?

12. RFP FORMS

Page 39, Section I.O.1.4.

Page 39 states: "BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.

Does this mean bidders must print the County forms and write-in the information by hand, for all copies? Can the County elaborate more fully on the desired presentation of forms and attachments?

13. CONSUMER PRICE INDEX

Page 52, Section 4.

This "Proposal Form: Patient Charges" states: "Bidder agrees that the prices quoted are the maximum that will charge during the term of any contract awarded, with the exception of fee increases based on the consumer price index." While the County allows for a rate increase up to 5% based upon the CPI and the providers collection rate, given the payer mix in Alameda County, even a 5% rate increase may only yield less than a 1% increase in revenue. This may be insufficient to cover labor and operating cost increases.

Would the County consider a net CPI adjustment, based upon the provider's collection rate without a 5% maximum?

14. OXYGEN USAGE

Page 55, Revenue Assumptions Form

The chart reflects a 6% use for all transports. This appears extremely low compared to other EMS systems. Can the County please confirm this rate?

15. STAND-BY SERVICES

Page 61, Exhibit A-1, Section I.C.2.

Section I.C.2. states: *“Contractor shall provide, at no charge to County or the requesting agency, stand-by services at the scene of an emergency incident within the EOA when directed by an EMS Agency-approved Emergency Medical Dispatch (EMD) center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the EMS Director or his / her designee. Stand-by periods exceeding four (4) hours shall be approved by the EMS Director”.*

We would like to suggest the addition of language to this section that states *“unless the incident is billable”*, such as a response to a large wildfire.

Also, is there a determination of the number of units and scope of service that would be required of the provider? Can the County provide a list of past relevant events and the resources required for each?

16. PILOT AND RESEARCH PROGRAMS

Page 61, Exhibit A-1, Section I.C.8.

Is the Contractor involved in planning these pilot/research programs? Is there a limit to the cost of such programs? Can the County provide previous examples of such programs?

17. MEDICAL PROTOCOLS STATISTICS

Page 63, Exhibit A-1, Section I.E.1.b.

Does the County have a current program similar to the requirement outlined in this section (used to document compliance and all components of provider performance)?

18. COMFORT STATIONS

Page 75, Exhibit A-1, Section III.H.1.

Does the County require a comfort post at all post assignments, or simply a selection of posts? Are their comfort station now and if so, how many?

19. RANDOM DRUG TESTS

Page 77, Exhibit A-1, Section III.H.2.a.

Does the current workforce fall under random drug testing requirements?

20. PROVIDER MEDICAL DIRECTOR

Page 80, Exhibit A-1, Section III.I.5.e.

Many high-quality EMS physicians are unwilling to leave private practice for part-time EMS Medical Director jobs. Recognizing the County's desire to have sufficient physician involvement, would the County allow for multiple medical directors, as an example working in a single physician practice, to participate in this role as long as the hours aligned with the RFP requirement?

21. TRAUMA EDUCATION

Page 89, Exhibit A-1, Section III.P.c.(3)

This section states: "All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months of hire by Contractor."

Can these Paramedics work with an EMT, or does this conflict with its preceding section (I.P.c.(3)?

22. PEDIATRIC EDUCATION

Page 89, Exhibit A-1, Section III.P.d.(4)

This section states: *"All paramedics shall be required by Contractor to obtain certification in PEPP/PALS, or have completed a comparable program within six (6) months of hire by Contractor."*

Can these Paramedics work with an EMT, or does this conflict with its preceding section (I.P.c.(3))?

23. CURRENT EMT TRAINING

Page 90, Exhibit A-1, Section III.P.e.(3)

Are the current system EMTs required to have PHTLS or ITLS training?

24. COLLECTIVE BARGAINING AGREEMENT

Page 96, Exhibit A-1, Section IV.1.2.c.

The RFP requires wage and benefits packages comparable to the incumbent workforce. Can the County provide the current Collective Bargaining Agreement and benefits package to bidders?

25. RESPONSE AND TRANSPORT EXCEPTIONS

Page 96, Exhibit A-1, Section IV.1.1.a.

Section U.1.a. states that *"mutual aid requests do not fall under Contractor's obligation."* However, U.1.c. states that *"Mutual aid requests are to be honored unless the Operations Supervisor or Dispatch/System Status Supervisor can verify that a given request would fundamentally cause immediate failure in a Deployment Zone."*

These two sections seem to conflict. Can the County please clarify?

26. AMBULANCE INCIDENT DISPATCH QUALIFICATIONS

Page 98, Exhibit A-1, Section IV.W.1

Can the County please elaborate on "the best use of MPDS"?

27. DEPLOYMENT ZONES

Page 100, Exhibit A-1, Section IV.W.3.b.(4)

After reviewing the open space criteria, 16 minutes response time seems insufficient to reach certain areas of the County. Can the County comment on this criteria?

28. FAILURE TO RESPOND

Page 110, Exhibit A-1, Section IV.W.16.c.

Given the 16-minute open space response times, failure to respond in certain areas of the County may occur frequently. Can the County comment on this criteria?

29. RESPONSE TIME STATISTICAL DATA

Page 128, Exhibit A-1, Section IV.M.4 (e)

It appears the Contractor is required to provide compliance reports in 15 days, but do not receive the data for 10 days after the end of the month? This is a very large report. Is this timeframe a mistake? Would the County consider an electronic real-time interface to streamline this data?

30. EMERGENCY RECALL OF WORKFORCE

Page 157, Exhibit A-1, Section IV.U.5.

This section states: *"Contractor shall have the ability to recall personnel to increase ambulance deployment by 25% above normal day-high deployment within four hours."*

Has the County calculated the cost impact to the system of this provision? The ability for a contractor to flex the system by hundreds of hours could be extremely costly.

Would the County consider changing the specification to requiring the contractor to have a system for employee recall?

31. RATE INCREASE RATIONALE

Page 143, Exhibit A-2, Section III.D.3

This section states: *"The EMS Director's decision will be informed by documentation submitted by the provider to substantiate the need for a rate increase. Such documents may include but are not limited to audited financial statements, collection rate, and payor mix."*

How does the County define "need"?

32. FIRST RESPONDER FEES

Page 144, Exhibit A-2, Section IV.F.1.

It appears the County is suggesting that FRA's could provide the ALS component on calls. Is this just Priority 4 calls, or all calls?

33. DEFINITIONS OF BREACH L.3

Page 148, Exhibit A-2, Section IV.L.3.

What is the County's standard for *"good maintenance practices"*?

34. DEFINITIONS OF BREACH L.9

Page 148, Exhibit A-2, Section IV.L.9.

Can the County define what *"repeated"* means?

35. DEFINITIONS OF BREACH L.11

Page 149, Exhibit A-2, Section IV.L.11.

If a Contractor employee provides a two weeks' notice and Contractor is hiring a replacement, is the Contractor found in Breach at this time?

36. EMERGENCY TAKEOVER

Page 153, Exhibit A-2, Section VII.R.2.

May we suggest this read "fair market value"?

37. GENERAL PROVISIONS – ASSIGNMENT

Page 154, Exhibit A-2, Section XI.U.

Does a subcontract relationship require County approval?

38. LIQUIDATED DAMAGES

Page 157, Exhibit C – Liquidated Damages

Is there no penalty for outliers? Has this been removed from the previous 2016 RFP version?

39. HISTORICAL CAD DATA

Entire Document, Section N/A

Will historical call data from the local Computer Aided Dispatch ("CAD") system be provided to the bidders which would allow them to properly analyze the call demand, workload, on time performance, and geospatial distribution of the calls? Having this information will greatly improve the ability of bidders to provide comprehensive and fiscally responsive bids.

Desired data would include at least the following elements and cover all call activity over the most recent two-year period:

- (a) Response Date
- (b) Response Priority (Emergency, Non-Emergency, etc.)
- (c) Problem Nature (MPDS code if possible)
- (d) Problem Description
- (e) Response location Name, Address, City, and latitude/longitude
- (f) Response zone and sub area that aligns with the response time zone requirements within the jurisdiction

- (g) Destination Location Name, Address, City, and latitude/longitude
- (h) Time Call Received (date/time field)
- (i) Time Call Dispatched (date/time field)
- (j) Time Enroute (date/time field)
- (k) Time Arrived On Scene (date/time field)
- (l) Time Departed Scene (date/time field)
- (m) Time Arrived at Destination (date/time field)
- (n) Time Call Completed (date/time field)
- (o) Cancel Reason
- (p) Level of Service Requested (ALS, BLS, Mental Health, Standby, etc)
- (q) Actual level of service

40. CURRENT POST LOCATIONS

Entire Document, Section N/A

Can the County provide the addresses and latitude / longitude data for all posting locations utilized over the past two calendar years?

41. ZONE SHAPE FILES

Entire Document, Section N/A

Can the County provide the shape files for all zones and sub-areas within the jurisdiction?

42. SAMPLE COMPLIANCE REPORTS

Entire Document, Section N/A

Can the County provide sample response time compliance reports that will be required by the Authority?

43. PREVIOUSLY APPROVED EXEMPTIONS

Entire Document, Section N/A

Will you provide any detail regarding the number and category of response time exemption requests that were approved over the last two calendar years?

44. HISTORIC STANDBY HOURS

Entire Document, Section N/A

Can you provide the number of standby hours per month, over the past two years, that were provided to the County?

45. HISTORIC BED AVAILABILITY AND DELAYS

Entire Document, Section N/A

Historically, have there been any problems with extended times at destinations due to a lack of bed availability? If so, is the County able to quantify this problem in a way that would allow bidders to consider this in the design of their deployment plans?

Start of questions from 11/15/17

Q57. FINANCIAL SUBSIDY OPTION

Page 12, Section I.B.2.

Do bidders have the option to propose a financial subsidy for services?

A57. No.

Q58. KEY PERSONNEL EXPERIENCE

Page 16, Section I.C.1.a.(1)

The RFP requires each of the bidder's Key Personnel to have been continuously engaged during the last five years in providing ALS operations to a population greater than 800,000. We do not believe any current industry provider meets this standard, including the current provider.

Please confirm this is a disqualifying requirement.

A58. The County requires a highly qualified and experienced vendor to provide 911 Ambulance Services. An inexperienced Contractor for this Service poses a risk to health and safety that is unacceptable to the EMS Agency. Bidders must be able to provide and coordinate 911 Ambulance Service and associated systems of care to meet the needs of residents and visitors to Alameda County.

Please note that the following modifications were made via Addendum No. 2 to the RFP:

Page 16 Section I.C.1.a.(1):

a. Experience

*(1) Each of the Bidder's Key Personnel (defined in [Exhibit A-1 - Section III.I.5.](#)) must have been **for a minimum of two (2) of the most recent, for the last five (5) calendar years from the date of Bidder's submission of its response to this RFP**, continuously engaged in providing or directly overseeing provision of those Key Personnel services as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA.*

Page 78 Section III.I.5.a.:

a. Qualifications and Experience

Each of the Key Personnel listed in this section must have a minimum of two continuous years of experience within the most recent five (5) calendar years from the date of Bidder's submission of its response to this RFP~~*of experience*~~ ***providing or directly overseeing provision of the services identified for each position as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA. Proposals shall include a list of and resumes for Key Personnel associated with the RFP. Provide no more than two pages of information for each person. The following information shall be included:***

(1) Relationship with Bidder, including job title and years of employment with Bidder

(2) Role that the person will play in connection with the RFP

(3) Business address, telephone, fax number, and e-mail

(4) Educational background

(5) Relevant experience

(6) Relevant awards, certificates or other achievements

A Bidder's failure to comply with these modified requirements will result in disqualification.

Q59. CONTRACTS WITH EMS SYSTEM PARTICIPANTS

Page 21, Section I.C.2.d.

Is this related only to contracts the bidder has executed/proposed as it relates to the provision of services within this RFP?

A59. Yes. Any proposed or executed contract or agreement by the Bidder with any participant in the Alameda County EMS System for the purpose of the Bidder's provision of services required by this RFP. The EMS Agency will develop the contract under which the successful Bidder in this procurement will deliver the required services.

Q60. COUNTY SELECTION COMMITTEE

Page 23, Section I.F.1.a.

How will members of the County Selection Committee ("CSC") be determined and selected? Who or what entity will select/approve the members of the CSC?

A60. The County Selection Committee (CSC) will be formed in accordance with the Alameda County General Services Agency County Selection Committee Guidelines as contained in the County of Alameda Contracting Policies and Procedures Manual. The EMS Agency will select/approve the members of the CSC.

Q61. Pass/Fail Evaluation

Page 25, Section I.F.1.k.

How are "pass/fail" items incorporated into the evaluation criteria? Do they impact scoring?

A61. Responses that do not meet any one (1) or more of the Evaluation Criteria identified with a Weight of Pass/Fail in RFP Section I.F.1.k. will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.

Q62. EVALUATION TABLE

Page 29, Section I.F.1.j.

Row M of the table is titled "Organizational Infrastructure and Billing and Accounting", but the evaluation criteria content below it regards safety programs and loss mitigation.

Is this a formatting mistake?

*A62. **Section I.F.1.k.M. is hereby modified as follows:***

Health, Safety and Loss Mitigation ~~Organizational~~ Infrastructure and Billing and Accounting

Proposals will be evaluated against the RFP specifications found in Exhibit A-1. Scored areas are:

1. Quality of Health safety and loss mitigation plan, as described in [IV.BB.1 and 2](#).
2. Quality of Safety program requirements described in [IV.R.1](#), and quality of PPE Use Policies described in [IV.R.2](#).

Section IV.BB. is hereby modified as follows:

BB. INTERNAL RISK MANAGEMENT/LOSS CONTROL PROGRAM REQUIRED

The EMS Agency believes that education and aggressive prevention of conditions in which accidents occur, are the best mechanisms to avoid injuries to Contractor's staff.

1. Contractor shall develop and ~~submit~~ implement prior to the start of services an aggressive written health, safety and loss mitigation program **that it will implement prior to the start of services** including, at a minimum:

- a. Pre-screening of potential employees (including drug testing)
- b. Initial and on-going driver training
- c. Lifting technique training
- d. Hazard reduction training
- e. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues
- f. Involvement of employees in planning and executing its safety program
- g. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents

2. Contractor's planning for a health, safety and risk mitigation process will include, at a minimum:

- a. Gathering data on ALL incidents that occur among the Contractor's workforce.
- b. Analyzing the data to find causative factors and determine preventive measures.
- c. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.
- d. Gathering health and safety information as required by law.
- e. Implementing training and corrective action on health and safety related incidents, as required by law.
- f. Providing initial and on-going training on safe practices and interventions.

g. Providing safe equipment and vehicles.

Specifications, Terms & Conditions for 911 Ambulance Services

→ Accept the Internal Risk Management/Loss Control Program requirements described in IV.BB.1-2 by execution of Exhibit A-3(a).

→ **Submit a written health, safety and loss mitigation program as described in IV.BB.1-2**

The following has been added to EXHIBIT A-3(b) – PROPOSAL SUBMISSIONS CHECKLIST:

→ **Submit a written health, safety and loss mitigation program as described in IV.BB.1-2.**

Q63. CONTRACT EVALUATION AND ASSESSMENT

Page 30, Section I.G.3.

Does this section imply the County could award and simply revoke after the bidder has started operations? How does this relate to the breach language and cure period outlined on page 148 (Exhibit A-2, Section IV.L.)?

A63. **Section I.G. is hereby modified as follows:**

G. CONTRACT EVALUATION AND ASSESSMENT

1. During the initial sixty (60) day period of any contract that may be awarded under this RFP, the CSC and/or other persons designated by the EMS Agency will meet with the Contractor to evaluate the services performance and to identify any issues or potential problems.

2. If the EMS Agency believes the Contractor is not adequately performing its obligations or the services required by its Contract, the EMS Agency may request from the Contractor prompt written assurances of performance and a written plan acceptable to the EMS Agency to correct the deficiencies in Contractor's performance. The EMS Agency reserves the right to determine, at its sole discretion, whether:

a. Contractor has complied with all terms of this RFP; and

b. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met the County requirements.

3. Contractor shall provide such written assurances and such a written plan within ten (10) calendar days of its receipt of the EMS Agency's request and shall immediately thereafter diligently commence and perform such written plan. If, as a result of such determination, the EMS Agency concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. The EMS Agency will have the right to invite the next highest ranked Bidder to enter into a contract. The EMS Agency also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

4. Contractor's failure to provide such written assurances and/or perform such written plan within the required time may be considered a Material Breach of the contract.

Q64. BID PROTEST

Page 32, Section I.H.2.a.

In the event of a protest, will the County release the submitted bids so that bidders can determine the exact facts of their protest?

A64. No. It is County-wide, standard policy that "[a]ll information regarding the bid responses will be held as confidential until such time as the County Selection Committee or the General Services Agency has completed its evaluation, an intended award has been made by the County Selection Committee or the General Services Agency, and the contract has been fully negotiated with the intended awardee named in the intent to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) business days before approval of the award and contract is scheduled to be heard by the Board of Supervisors or by the General Services Agency." This policy is cited in Exhibit A, Bidder Information and Acceptance, paragraph 5, on page 43 of the RFP.

Q65. UNILATERAL EXTENSION

Page 34, Section I.K.1.

The contract term allows for a unilateral right for the County to extend the contract. An unknown term can introduce uncertainty in planning for capital replacements and real estate leases. This will result in bidders proposing higher initial rates to account for this exposure. Would the County consider amending this language?

A65. The intent of the twenty-four (24) month extension in I.K.2. is that it may be executed only once by the EMS Agency and would not cause the total duration of the contract to exceed ten (10) years.

Section I.A.K.2 is hereby modified as follows:

The EMS Agency may extend the contract by mutual agreement with Contractor for up to an additional five (5) years. The EMS Agency may also unilaterally extend the contract an additional twenty four (24) months at any time only once, except, however, in no event shall this unilateral extension extend the total contract term beyond 10 years.

Q66. Performance Bond

Page 35, Section I.L.1.

Can the County provide its rationale in requiring this level of performance bond?

*A66. **Section I.L.1 is hereby modified as follows:***

*The Contractor shall provide a performance guarantee ~~equivalent to six (6) months of operating expenses or~~ **of** fifteen million dollars (\$15,000,000), ~~whichever is greater~~, in the form of cash or a letter of credit, or a performance security bond.*

Continuous high-quality Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization is an essential life safety service upon which the public depends. The County desires the provision of services by a Contractor that is confident of its competency to deliver the expected level of performance. The County must ensure its immediate access to funding enabling stable continuity of services should the Contractor materially default on its contractual obligations.

Q67. ACCOUNT MANAGER / SUPPORT STAFF

Page 36, Section I.M.1.

When describing the account manager requirement, can the County explain the exact scope of the "Operations Director" position?

A67. The scope of the Operations Director position is defined in Section III.I.5.b. of the RFP.

Section I.M.1 is hereby modified as follows:

Contractor shall employ a dedicated competent account manager who shall be responsible for the County account/contract. ~~The position shall be held by the Operations Director.~~ The account manager shall receive all communications from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP. The Operations Director shall be responsible as the account manager not later than the Contract Start Date.

Q68. RFP FORMS

Page 39, Section I.O.14.

Page 39 states: "BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT. Does this mean bidders must print the County forms and write-in the information by hand, for all copies? Can the County elaborate more fully on the desired presentation of forms and attachments?

*A68. **Section I.O.14 is hereby modified as follows:***

BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT. FILLABLE TEMPLATES OF PDF FORMS WILL BE PROVIDED TO BIDDERS. BIDDERS ARE PERMITTED TO ELECTRONICALLY ENTER DATA INTO THESE FORMS AND EXCEL TEMPLATES FOR PURPOSES OF PRESENTATION TO THE COUNTY. BIDDERS SHALL NOT MODIFY UNDERLYING STRUCTURE OR COMPUTATIONAL LOGIC OR OTHERWISE RECREATE COUNTY-PROVIDED BID TEMPLATES AND/OR FORMS OR QUALIFY THEIR BIDS. IF SPACE ON ANY TEMPLATE AND/OR FORM IS INSUFFICIENT, BIDDERS MAY DUPLICATE OR IDENTICALLY REPLICATE THE COUNTY'S PROVIDED FORM AND/OR TEMPLATE STRUCTURE INCLUSIVE OF UNDERLYING COMPUTATIONAL LOGIC

WHERE PRESENT FOR PURPOSES OF ACCOMMODATING THE ADDITIONAL INFORMATION TO BE PROVIDED.

Q69. Consumer Price Index

Page 52, Section 4

This "Proposal Form: Patient Charges" states: "Bidder agrees that the prices quoted are the maximum that will charge during the term of any contract awarded, with the exception of fee increase based on the consumer price index." While the county allows for a rate increase up to 5% based upon the CPI and the providers collection rate, given the payer mix in Alameda County, even a 5% rate increase may only yield less than a 1% increase in revenue. This may be insufficient to cover labor and operating cost increase.

Would the County consider a net CPI adjustment, based upon the provider's collection rate without a 5% maximum?

A69. CPI increases beyond the referenced 5% are provided for via Section III.D.4.d., which reads:

In the event that changes occur within the County that substantially impact the Contractor's costs of providing services, such that the CPI-based rate adjustments do not compensate for the increased costs of operating the 911 Ambulance Service, the Contractor may request an additional rate increase, which shall be subject to approval by the Alameda County Board of Supervisors.

Q70. OXYGEN USAGE

Page 55, Revenue Assumptions Form

The chart reflects a 6% use for all transports. This appears extremely low compared to other EMS systems. Can the County please confirm this rate?

A70. The County's current Contractor reports revenue based on an oxygen use percentage of 6% of transports for CY '16. EMS Agency data derived from ePCR clinical documentation indicates an oxygen use percentage of 11.5% of transports for CY '16.

Q71. STAND-BY SERVICES

Page 61, Exhibit A-1, Section I.C.2.

Section I.C.2. states: "Contractor shall provide, at no charge to County or the requesting agency, stand- by services at the scene of an emergency incident within the EOA when directed by an EMS Agency- approved Emergency Medical Dispatch (EMD) center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the EMS Director or his / her designee. Stand-by periods exceeding four (4) hours shall be approved by the EMS Director".

We would like to suggest the addition of language to this section that states "unless the incident is billable", such as a response to a large wildfire.

Also, is there a determination of the number of units and scope of service that would be required of the provider? Can the County provide a list of past relevant events and the resources required for each?

A71. The current contractor's prevailing response configuration for standby events is an ALS ambulance and EMS Supervisor. A list of past events over a two (2) year period of time will be

posted to the Secure Site previously provided to Bidders for the purpose of accessing EMS system data and materials. If you need help accessing these materials, please email Casey Zirbel at casey.zirbel@acgov.org.

Q72. PILOT AND RESEARCH PROGRAMS

Page 61, Exhibit A-1, Section I.C.8.

Is the Contractor involved in planning these pilot/research programs? Is there a limit to the cost of such programs? Can the County provide previous examples of such programs?

A72. The Contractor is involved in planning pilot or research programs. A limit to the cost of such programs is not defined, however, the County has historically and intends to continue reaching mutual agreement on such costs with the Contractor via negotiation prior to implementation of these programs. Previous examples of such programs include:

- Change from morphine to fentanyl for pain management (Contractor responsible for supply and training costs, EMS Agency developed training materials)*
- Implementation of Tranexamic Acid for hypotensive trauma patients (Contractor responsible for supply and training costs, EMS Agency developed training materials)*
- Implementation of half back spinal immobilization devices (implementation funded by EMS Agency, EMS Agency developed training materials, Contractor responsible for training and maintenance costs)*
- EKG transmission system (implementation funded by hospitals, Contractor responsible for training and maintenance costs)*
- Cardiac Arrest Receiving Centers (Contractor responsible for training costs, EMS Agency developed training materials)*
- Cardiac Arrest Registry to Enhance Survival (data transfer managed by EMS Agency with some technical assistance by Contractor)*
- Sepsis Protocol (Contractor responsible for training costs, EMS Agency developed training materials)*
- Sodium Thiosulfate (Contractor responsible for training and supply costs to equip its EMS Supervisor vehicles, EMS Agency developed training materials)*

Q73. MEDICAL PROTOCOLS STATISTICS

Page 63, Exhibit A-1, Section I.E.1.b..

Does the County have a current program similar to the requirement outlined in this section (used to document compliance and all components of provider performance)?

A73. It is the intent of this paragraph that the Contractor document its compliance with system medical protocols using descriptive statistics. The County does have a program similar to the

requirement outlined in this section which it developed in collaboration with the current contractor.

Q74. COMFORT STATIONS

Page 75, Exhibit A-1, Section III.H.1.

Does the County require a comfort post at all post assignments, or simply a selection of posts? Are their comfort station now and if so, how many?

A74. Comfort stations do not exist in the current system. Comfort stations are not required at all post assignment locations. Bidders should note that in accordance with Section I.F.1.k.J:

Commitment to Employees:

*Proposals will be evaluated against the RFP specifications found in Exhibit A-1 - **Commitment to Employees**. Scored areas are:*

- 1. Proposed comfort stations meet or exceed criteria in RFP, **III.H.1.a-c**.*
- 2. Number of crew comfort stations.*
- 3. Extent to which organization's plan and process for employee engagement and satisfaction meets criteria in RFP, **III.H.2.a-o**.*

Q75. RANDOM DRUG TESTS

Page 77, Exhibit A-1, Section III.H.2.o.

Does the current workforce fall under random drug testing requirements?

A75. The current workforce falls under random drug testing requirements with stipulations. Associated labor relations agreements may be obtained from SEIU NAGE EMS Local 510 by emailing alconagepresident@gmail.com.

Q76. PROVIDER MEDICAL DIRECTOR

Page 80, Exhibit A-1, Section III.I.5.e..

Many high-quality EMS physicians are unwilling to leave private practice for part-time EMS Medical Director jobs. Recognizing the County's desire to have sufficient physician involvement, would the County allow for multiple medical directors, as an example working in a single physician practice, to participate in this role as long as the hours aligned with the RFP requirement?

A76. No. The requirement is that the Contractor employ at minimum a 0.5 FTE licensed physician and surgeon as the Provider Medical Director.

Q77. TRAUMA EDUCATION

Page 89, Exhibit A-1, Section III.P.c. (3)

This section states: "All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months of hire by Contractor."

Can these Paramedics work with an EMT, or does this conflict with its preceding section (I.P.c.(3))?

A77. In accordance with Page 89, Exhibit A-1, Section IV.P.c.(1), each ALS ambulance must be staffed by at least one paramedic actively certified in either PHTLS, ITLS or who has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum as approved by the EMS Medical Director. A Paramedic meeting this requirement may work on an ALS ambulance with an EMT if all other training requirements are met.

A paramedic who is not actively certified in either PHTLS, ITLS or who has not satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum as approved by the EMS Medical Director cannot work with an EMT on an ALS ambulance. Furthermore, such a paramedic if on an ALS ambulance must work with a paramedic meeting the requirement as stipulated on Page 89, Exhibit A-1, Section IV.P.c.(1).

Q78. PEDIATRIC EDUCATION

Page 89, Exhibit A-1, Section III.P.d.(4)

This section states: “All paramedics shall be required by Contractor to obtain certification in PEPP/PALS, or have completed a comparable program within six (6) months of hire by Contractor.”

Can these Paramedics work with an EMT, or does this conflict with its preceding section (I.P.c.(3))?

A78. In accordance with Page 89, Exhibit A-1, Section IV.P.d.(1) and Page 89, Exhibit A-1, Section IV.P.d.(2), each ALS ambulance must be staffed by at least one paramedic actively certified in either PEPP or PALS or who has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PEPP or PALS curriculum as approved by the EMS Medical Director. A Paramedic meeting this requirement may work on an ALS ambulance with an EMT if all other training requirements are met.

A paramedic who is not actively certified in either PEPP or PALS or who has not satisfactorily completed comparable training adequate to ensure competency in the skills included in the PEPP or PALS curriculum as approved by the EMS Medical Director cannot work with an EMT on an ALS ambulance. Furthermore, such a paramedic if on an ALS ambulance must work with a paramedic meeting the requirement as stipulated on Page 89, Exhibit A-1, Section IV.P.d.(1) or Page 89, Exhibit A-1, Section IV.P.d.(2) .

Q79. CURRENT EMT TRAINING

Page 90, Exhibit A-1, Section III.P.e.(3)

Are the current system EMTs required to have PHTLS or ITLS training?

A79. No. Please note that Evaluation Criteria K.1 on Page 28 of the RFP should be read to include training provided to both Paramedics and EMT’s under the Personnel Training Requirements specified in Section IV.P.

Q80. COLLECTIVE BARGAINING AGREEMENT

Page 96, Exhibit A-1, Section IV.T.2.c.

The RFP requires wage and benefits packages comparable to the incumbent workforce. Can the County provide the current Collective Bargaining Agreement and benefits package to bidders?

A80. The current Collective Bargaining Agreement may be obtained from SEIU NAGE EMS Local 510 by emailing alconagepresident@gmail.com.

Q81. RESPONSE AND TRANSPORT EXCEPTIONS

Page 96, Exhibit A-1, Section IV.U.1.a.

Section U.1.a. states that “mutual aid requests do not fall under Contractor’s obligation.”

However, U.1.c. states that “Mutual aid requests are to be honored unless the Operations Supervisor or Dispatch/System Status Supervisor can verify that a given request would fundamentally cause immediate failure in a Deployment Zone.”

These two sections seem to conflict. Can the County please clarify?

A81. The Contractor has an obligation to respond to all emergency medical requests in the EOA AND the Contractor is to honor mutual aid requests unless the Operations Supervisor or Dispatch/System Status Supervisor can verify that a given request would fundamentally cause immediate failure in a Deployment Zone. The Contractor shall also comply with direction regarding mutual aid which may be provided by the EMS Director or his/her designee.

Q82. AMBULANCE INCIDENT DISPATCH QUALIFICATIONS

Page 98, Exhibit A-1, Section IV.W.1.

Can the County please elaborate on “the best use of MPDS”?

A82. The MPDS is used to prioritize resource allocation to patients based on their medical need(s). The EMS Agency has analyzed outcome measures in relation to presumptively assigned MPDS Determinants within the Alameda County EMS system. As a function of Local Medical Control, the EMS Medical Director has accordingly developed four (4) MPDS-based Clinical Response Priority levels as identified in Exhibit A-1, Section I.E.2.b in and Exhibit G, consistent with best practice as identified by the International Academies of Emergency Dispatch (IAED). The EMS Agency intends to continue this analysis in conjunction with the Contractor, further refining the Clinical Response Priority levels through the continuous Quality Improvement cycle.

Q83. DEPLOYMENT ZONES

Page 100, Exhibit A-1, Section IV.W.3.b.(4)

After reviewing the open space criteria, 16 minutes response time seems insufficient to reach certain areas of the County. Can the County comment on this criteria?

A83. It is the goal of the EMS Agency to deliver the expected clinically driven response times to all incidents 90% of the time. An allowance of 10% for isolated instances of individual deviations of response times is built into the response time measures. The referenced 16 minute Rural/Open Space Response Time is associated with the most critical patients to be served, such as those in cardiac or respiratory arrest. Bidders should model with due diligence the EMS system data

provided by the County within the context of the RFP requirements. Deployment plans should be developed accordingly.

Q84. FAILURE TO RESPOND

Page 110, Exhibit A-1, Section IV.W.16.c.

Given the 16-minute open space response times, failure to respond in certain areas of the County may occur frequently. Can the County comment on this criteria?

A84. Bidders should model with due diligence the EMS system data provided by the County within the context of the RFP requirements. Deployment plans should be developed accordingly. The referenced 16 minute Rural/Open Space Response Time is associated with the most critical patients to be served, such as those in cardiac or respiratory arrest. A Response Time in excess of 40 minutes to such an incident is unacceptable to the EMS Agency and constitutes a Failure to Respond.

Q85. RESPONSE TIME STATISTICAL DATA

Page 128, Exhibit A-1, Section IV.AA.4.(e)

It appears the Contractor is required to provide compliance reports in 15 days, but do not receive the data for 10 days after the end of the month? This is a very large report. Is this timeframe a mistake? Would the County consider an electronic real-time interface to streamline this data?

A85. This timeframe is not a mistake. An electronic "real-time" interface is desired - County EMS and the current contractor use the FirstWatch Online Compliance Utility for compliance management purposes. Note Page 106, Exhibit A-1, Section IV.W.13.d.

Q86. EMERGENCY RECALL OF WORKFORCE

Page 137, Exhibit A-1, Section IV.JJ.5.

This section states: "Contractor shall have the ability to recall personnel to increase ambulance deployment by 25% above normal day-high deployment within four hours."

Has the County calculated the cost impact to the system of this provision? The ability for a contractor to flex the system by hundreds of hours could be extremely costly.

Would the County consider changing the specification to requiring the contractor to have a system for employee recall?

A86. Demand in excess of "normal" day-high call volume may arise, having both revenue and cost implications. This procurement will result in the implementation of a performance-based contract in accordance with which the Contractor is expected to meet demand for service. An efficient and effective system for employee recall is essential to ensuring continuity of service during unexpected periods of peak demand.

Section IV.JJ.5 is hereby modified as follows:

Emergency Recall of Workforce – Contractor shall have the ability to ***efficiently and effectively*** recall personnel to increase ambulance deployment ***to meet demand for service within the EOA.*** ~~by 25% above normal day high deployment within four hours.~~

Q87. RATE INCREASE RATIONALE

Page 143, Exhibit A-2, Section III.D.3

This section states: “The EMS Director’s decision will be informed by documentation submitted by the provider to substantiate the need for a rate increase. Such documents may include but are not limited to audited financial statements, collection rate, and payor mix.”

How does the County define “need”?

A87. Financial stability of the Contractor is a key component of a quality EMS system. To this end, in this RFP, the EMS Agency has made several key modifications to the typical provider terms, specifications, and requirements, to strategically match emergency ambulance resources to patient needs, and improve care to patients without undue financial or operational hardship on the Contractor. These changes include, but are not limited to, the adoption of a liquidated damages structure to replace traditional fines and penalties for failing to meet standards; changes in response time requirements; changes in response configurations; modifications supporting the strategic deployment and dispatch of ambulances; and relief of obligation to significant costs such as mandated first responder fees. Need will be determined as objectively as possible. Documentation as outlined within Exhibit A-2, Section III.D submitted by the Contractor will be considered within the context of forward-looking projections to the extent that they are reasonably estimable and probable given the implications of changes which continue to rapidly evolve within the EMS and broader healthcare environment.

Q88. FIRST RESPONDER FEES

Page 144, Exhibit A-2, Section IV.F.1.

It appears the County is suggesting that FRALs could provide the ALS component on calls. Is this just Priority 4 calls, or all calls?

A88. Priority 4 calls

Q89. DEFINITIONS OF BREACH L.3

Page 148, Exhibit A-2, Section IV.L.3.

What is the County’s standard for “good maintenance practices”?

A89. Good maintenance practices are those which are in accordance with the pertinent manufacturer(s) recommendation(s) and/or industry standard(s) and which a reasonable and prudent person would undertake to ensure safe continuous operation of the equipment.

Q90. DEFINITIONS OF BREACH L.9

Page 148, Exhibit A-2, Section IV.L.9.

Can the County define what “repeated” means?

A90. More than once

Q91. DEFINITIONS OF BREACH L.11

Page 149, Exhibit A-2, Section IV.L.11.

If a Contractor employee provides a two weeks’ notice and Contractor is hiring a replacement, is the Contractor found in Breach at this time?

A91. It is the responsibility of the Contractor to determine the appropriate course of action to staff this required position in this circumstance. Advance contingency planning is recommended.

Q92. EMERGENCY TAKEOVER

Page 151, Exhibit A-2, Section VIII.R.2.

May we suggest this read “fair market value”?

A92. Thank you for the suggestion. Page 151, Exhibit A-2, Section VIII.R.2 will remain as written.

Q93. GENERAL PROVISIONS – ASSIGNMENT

Page 154, Exhibit A-2, Section XI.U.

Does a subcontract relationship require County approval?

A93. Assigning or subcontracting any portion of the contract for services to be rendered requires the written consent of the EMS Agency.

Q94. LIQUIDATED DAMAGES

Page 167, Exhibit C – Liquidated Damages

Is there no penalty for outliers? Has this been removed from the previous 2016 RFP version?

A94. Liquidated Damages are in accordance with the terms of this RFP. Outliers are not specifically defined within the RFP and as such there are no correlating Liquidated Damages.

Q95.HISTORICAL CAD DATA

Entire Document, Section N/A

Will historical call data from the local Computer Aided Dispatch (“CAD”) system be provided to the bidders which would allow them to properly analyze the call demand, workload, on time performance, and geospatial distribution of the calls? Having this information will greatly improve the ability of bidders to provide comprehensive and fiscally responsive bids.

Desired data would include at least the following elements and cover all call activity over the most recent two-year period:

- a) Response Date
- b) Response Priority (Emergency, Non-Emergency, etc.)
- c) Problem Nature (MPDS code if possible)
- d) Problem Description
- e) Response location Name, Address, City, and latitude/longitude
- f) Response zone and sub-area that aligns with the response time zone requirements within the jurisdiction
- g) Destination Location Name, Address, City, and latitude/longitude
- h) Time Call Received (date/time field)
- i) Time Call Dispatched (date/time field)
- j) Time Enroute (date/time field)
- k) Time Arrived On Scene (date/time field)
- l) Time Departed Scene (date/time field)
- m) Time Arrived at Destination (date/time field)
- n) Time Call Completed (date/time field)

- o) Cancel Reason
- p) Level of Service Requested (ALS, BLS, Mental Health, Standby, etc)
- q) Actual level of service

A95. Yes. Historical call data from CAD is posted to the Secure Site provided to Bidders for the purpose of accessing EMS system data and materials. This data is from the time period of July 1, 2015 to May 31, 2017 and contains 333,601 individual records. The EMS Agency values Bidders' expertise in analyzing the data provided and developing ideas and solutions to continually enhance the services provided to the EOA.

Q96. CURRENT POST LOCATIONS

Entire Document, Section N/A

Can the County provide the addresses and latitude / longitude data for all posting locations utilized over the past two calendar years?

A96. Yes. This information will be posted to the Secure Site previously provided to Bidders for the purpose of accessing EMS system data and materials. If you need help accessing these materials, please email Casey Zirbel at casey.zirbel@acgov.org.

Q97. ZONE SHAPE FILES

Entire Document, Section N/A

Can the County provide the shape files for all zones and sub-areas within the jurisdiction?

A97. Yes, additional files will be posted to the Secure Site provided to Bidders for the purpose of accessing EMS system data and materials. Please discard the previously provided file "ALCO EMS Response Zones.zip" and download and use the replacement file "New_ALCO_Response_Zones_and_Pop_Categories.zip." The "New_ALCO_Response_Zones_and_Pop_Categories.zip" replacement file contains in GIS formats the Deployment Zones and population density data to build the population-based Sub-zones. The population layer is at census block group level, so there is a polygon for every census block group in Alameda County, and each is assigned one of the three population-based Sub-zones. Bidders can use the GIS population data to determine the population sub-zone category for any location in the County. GIS users can also edit the symbology or dissolve the population layer themselves to create smoother polygon lines (as compared to jagged block groups) for visual map output, depending on what the intended use would be. Having the population layer in block group format also provides exactly how the zone boundaries are delineated. If you need help accessing these materials, please email Casey Zirbel at casey.zirbel@acgov.org.

Q98. SAMPLE COMPLIANCE REPORTS

Entire Document, Section N/A

Can the County provide sample response time compliance reports that will be required by the Authority?

A98. Bidders should develop and propose sample response time compliance reports.

Q99. PREVIOUSLY APPROVED EXEMPTIONS

Entire Document, Section N/A

Will you provide any detail regarding the number and category of response time exemption requests that were approved over the last two calendar years?

A99. Response time exemptions are granted at the discretion of the EMS Agency on a case-by-case basis. Approved response time exemption requests over the last two calendar years generally fall into one of the following categories:

- a. A declared Multi-Casualty Incident (“MCI”) or disaster that the EMS Director determines has had a material impact on the contractor’s resources.*
- b. There was a delay because information relayed by the County Dispatch Center was substantially incorrect so as to prohibit timely arrival at the call.*

The Contractor is expected to comply with response time requirements and should not make any assumption that requests for exemptions will be granted.

Q100. HISTORIC STANDBY HOURS

Entire Document, Section N/A

Can you provide the number of standby hours per month, over the past two years that were provided to the County?

A100. Yes. This information will be posted to the Secure Site previously provided to Bidders for the purpose of accessing EMS system data and materials. If you need help accessing these materials, please email Casey Zirbel at casey.zirbel@acgov.org.

Q101. HISTORIC BED AVAILABILITY AND DELAYS

Entire Document, Section N/A

Historically, have there been any problems with extended times at destinations due to a lack of bed availability? If so, is the County able to quantify this problem in a way that would allow bidders to consider this in the design of their deployment plans?

A101. Calculations of ambulance time spent at destinations can be made using the EMS system data provided to Bidders. Archived monthly Ambulance Patient Offload Time (APOT) reports can be accessed via the EMS Agency’s website at www.acphd.org/ems.aspx.

End of questions from 11/15/17

Clarification Request

WRITTEN BIDDER QUESTIONS | RFP NO. EMS-901017

15 December 2017

Alameda County, Health Care Services Agency
RFP No. EMS-901017
Attn: Kristel Acacio, Supervising Program Specialist
1000 San Leandro Blvd., Suite 300 | San Leandro, CA 94577
510.618.1910 | kristel.acacio@acgov.org

RE: WRITTEN BIDDER QUESTIONS | RFP NO. EMS-901017 | AMERICAN MEDICAL RESPONSE (AMR)

Ms. Acacio:

On behalf of American Medical Response ("AMR"), thank you for the opportunity to request additional clarification on select aspects of the Alameda County ("County") Health Care Services Agency ("HCSA") Request for Proposal ("RFP") No. EMS-901017, for Emergency Ambulance Service, 9-1-1 Response, ALS Transport, and Standby Service with Transportation Authorization ("911 Ambulance Services").

After a thorough review of the bid RFP, we have compiled seven (7) additional written questions for your review, listed on the following page.

Thank you for your consideration. If you require any information about our request or would like further elaboration, please do not hesitate to contact me directly.

Sincerely,



Thomas Wagner
Chief Executive Officer
2400 Bliss HealthCare Graphics\Sigs\Wagner-Sig.png
510.618.1910 | thomas.wagner@amr.net

1. "DIRECTLY OVERSEEING"

Page 16, Section C1a1

What is the county's definition of the term "directly overseeing" the provisions of a system like Alameda County.

2. SCORING PROCESS

Page 74, Section g/h

Can the county explain the scoring process to include the references and oral presentation?

3. BILLING/COSTS

Page 59, Section 86

Can the county articulate the process should they take over billing concerning costs that provider has incurred and capitalized such as billing platforms?

4. STRATEGIC POST

Page 75, Section H1a.

What does the county consider a "Strategic Post" to be? All posts are strategic.

5. COUNTY APPROVAL

Page 79 and Pre-Bid Conference

The County stated that all key personnel must be approved by the County. Can you advise on the process for approval prior to submittal of the RFP?

6. SUB-ZONE SHAPE FILES

Supplemental Response Information (Shape Files released by County)

Can the County release additional shape files that include the sub-zones (Metro, Suburban, and Rural)?

7. POST LOCATIONS

Supplemental response information (released by County)

Can the County provide the current EMS post locations?

Start of questions from 12/15/17

Q102. “Directly Overseeing:

Page 16, Section C1a1

What is the county’s definition of the term “directly overseeing” the provisions of a system like Alameda County.

A102. Holding the responsibility of supervising a direct report providing the Key Personnel services as defined or having the primary regulatory responsibility for contractual oversight of services as required by a high performance contract and provided by a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda’s EOA.

Q103. Scoring Process

Page 24, Section g/h

Can the county explain the scoring process to include the reference and oral presentation?

A103. Scoring will be as defined in Section I.F., County Procedures, Terms and Conditions of the RFP.

Q104. Billing/Cost

Page 59, Section B6

Can the county articulate the process should they take over billing concerning costs that provider has incurred and capitalized such as billing platform?

A104. Please see Exhibit A-1, Section I.B.9. The EMS financial working group comprised of the successful Bidder, EMS Agency and HCSA will collectively evaluate the potential for supplemental revenue claiming opportunities that may be available to the EMS Agency that are not available to the Contractor. If it would benefit the financial stability of the services provided to the EOA as specified in this RFP for the HCSA to assume the billing function and accounts receivable, this option could be exercised by the HCSA with the approval of the Board of Supervisors. Bidders should note that the health care reimbursement environment continues to rapidly change. The EMS Agency desires a collaborative relationship with the Contractor that enables through cooperation over time maximal collection of revenue for the services provided as specified in this RFP.

Q105. Strategic Post

Page 75, Section H1a

What does the county consider a “Strategic Post” to be? All post are strategic.

A105. The EMS Agency values Bidders’ expertise in developing strategies to best deliver services in accordance with the terms of the RFP. These strategies include determining the locations of posts for ambulance staging, including but not limited to those posts with comfort station facilities.

Q106. County Approval

Page 79 and Pre-Bid Conference

The county stated that all key personnel must be approved by the County. Can you advise on the process for approval prior to submittal of the RFP?

A106. Key Personnel must be identified with references provided as required by the RFP in the Bid Response. Please see Section I.F.1.a., County Procedures, Terms and Conditions of the RFP.

Q107. Sub-Zone Shape Files

Supplemental Response Information (Shape Files released by County)

Can the County release additional shape files that include the sub-zone (Metro, Suburban, and Rural)?

A107. Supplemental Shape Files will be posted to the Secure Site previously provided to Bidders for the purpose of accessing EMS system data and materials. See A97. If you need help accessing these materials, please email Casey Zirbel at casey.zirbel@acgov.org.

Q108. Post Locations

Supplemental Response Information (Shape Files released by County)

Can the County provide the current EMS post locations?

A108. Yes. This information will be posted to the Secure Site previously provided to Bidders for the purpose of accessing EMS system data and materials. If you need help accessing these materials, please email Casey Zirbel at casey.zirbel@acgov.org.

End of questions from 12/15/17

City of Alameda



City of Alameda California

November 29, 2017

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NOV 28 2017

BY: Frank 1:25pm

Alameda County Emergency Medical Services Agency
Attn: Kristel Acacio, Supervising Program Specialist
1000 San Leandro Blvd., Suite 200
San Leandro, CA 94577

RE: Written Questions - RFP No. EMS-901017, EMS 911 Ambulance Services RFP

Dear Ms. Acacio:

The City of Alameda respectfully submits the following written questions regarding RFP No. EMS-901017 for response by the EMS Agency:

1. What is the collection rate?
2. What is the demand profile (day of week/hour of day)?
3. What is the demand analysis?
4. What is the AMA rate expressed as a Fraction of the population and as a fraction of the EMS call volume?
5. What is the rate of consumer complaints/thousands of population?
6. What is the rate of critical clinical errors?
7. What is the USMR for Alameda County (under 5 mortality rate)?
8. 5% of patients account for 50% of the healthcare dollars spent on emergency care in the United States (In Camden, NJ 3% accounts for 50% of the dollars spent on emergency care) - Agency for Healthcare Research and Quality analysis of health care spending data - What is the percentage in Alameda County?
9. What is the percentage increase in demand for service since implementation of the ACA?
10. What are the processes the County currently utilizes to monitor demand and outcomes management?
11. How is success measured for the patient population?
12. What are the goals that have been identified in the 5-10 year strategic plan for ALCO EMS?
13. Can you provide a copy of the needs analysis for ALCO EMS?

Office of the City Manager

2263 Santa Clara Avenue, Room 320
Alameda, California 94501
510.747.4700 • manager@alameda.ca.gov

Kristel Acacio
Alameda County Emergency Medical Services Agency

November 29, 2017
Page 2

As stated in the City's Letter of Intent that was previously submitted, the main point of contact for the City will be as follows:

Chief Edmond Rodriguez
Alameda Fire Department
1300 Park Street
Alameda, CA 94501
(510) 337-2100
erodriguez@alamedaca.gov

Thank you for the opportunity to participate.

Regards,



Jill Keimach
City Manager

JK/ER:mk

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Start of questions from 11/29/17

Q109. What is the collection rate?

A109. The EMS Agency is unable to respond to this question as it lacks adequate specificity.

Q110. What is the demand profile (day of week/hour of day)?

A110. The EMS Agency is unable to respond to this question as it lacks adequate specificity. The EMS Agency values Bidders' expertise in analyzing the system data provided.

Q111. What is the demand analysis?

A111. The EMS Agency is unable to respond to this question as it lacks adequate specificity. The EMS Agency values Bidders' expertise in analyzing the system data provided.

Q112. What is the AMA rate expressed as a fraction of the population and as a fraction of the EMS call volume?

A112. The EMS Agency is unable to respond to this question as it lacks adequate specificity.

Q113. What is the rate of consumer complaints/thousands of population?

A113. The EMS Agency is unable to respond to this question as it lacks adequate specificity.

Q114. What is the rate of critical clinical errors?

A114. The EMS Agency is unable to respond to this question as it lacks adequate specificity.

Q115. What is the U5MR for Alameda County (under 5 mortality rate)?

A115. The EMS Agency does not possess this information.

Q116. 5% of patients account for 50% of the healthcare dollars spent on emergency care in the United States (In Camden, NJ 3% accounts for 50% of the dollars spent on emergency care) - Agency for Healthcare Research and Quality analysis of health care spending data - What is the percentage in Alameda County?

A116. The EMS Agency does not possess this information.

Q117. What is the percentage increase in demand for service since implementation of the ACA?

A117. The EMS Agency values Bidders' expertise in analyzing the system data provided. Please also see Section I.B.1 of the RFP.

Q118. What are the processes the County currently utilizes to monitor demand and outcomes management?

A118. Please see the Alameda County Emergency Medical Services Quality Improvement Program Plan provided to Bidders.

Q119. How is success measured for the patient population?

A119. The EMS Agency is unable to respond to this question as it lacks adequate specificity.

Q120. What are the goals that have been identified in the 5-10 year strategic plan for ALCO EMS?

A120. Please see the Alameda County Emergency Medical Services System, Trauma, and Quality Improvement Plans required and approved by the Emergency Medical Services Authority of the State of California which are available at www.acphd.org/ems.aspx.

Q121. Can you provide a copy of the needs analysis for ALCO EMS?

A121. The EMS Agency is unable to respond to this question as it lacks adequate specificity.

End of questions from 11/29/17

Start of questions from Bidders Conference

Q122. Once the addendum is completed and all bidder's question are answered, will there be another period where follow-up question can be submitted which may be based on answers to the original question that were submitted?

A122. No.

Q123. For the Proposed EPCR system, are the current 201 transport providers required to have the same EPCR program/system as the county approved provider, if so, please provide the health and safety code section that authorized such a mandate. If such mandate is required, and is unfunded, will the LEMSA provide funding for training and equipment to meet the requirement?

A123. The EMS Agency is unable to locate specific reference to "current 201 transport providers" within the RFP. As identified in Section I.A.1 of the RFP, the selected Bidder will be awarded a contract for exclusive operating rights to provide 911 Ambulance Service, including Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization, and respond to all medical 911 calls within the Alameda County Exclusive Operating Area ("EOA"), as provided for in Section 1797.224 of the California Health and Safety Code. The EOA includes all geographic areas of Alameda County, except for the incorporated cities of Alameda, Albany, Berkeley, and Piedmont, where 911 ambulance services are provided through those cities' fire departments, and Lawrence Livermore National Laboratory, which contracts with the Alameda County Fire Department for ambulance services. Additional information regarding the Contractor's obligations regarding the Electronic Data Collection System may be found in Section V.DD of the RFP.

Q124. Are the 201 provider's responsible for 5150's in their areas? Or will the contractor for the county be responsible for the 5105's in the entire county?

A124. The EMS Agency is unable to locate specific reference to "201 provider's" within the RFP. As identified in Section I.A.1 of the RFP, the selected Bidder will be awarded a contract for exclusive operating rights to provide 911 Ambulance Service, including Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization, and respond to all medical 911 calls within the Alameda County Exclusive

Operating Area (“EOA”), as provided for in Section 1797.224 of the California Health and Safety Code. The EOA includes all geographic areas of Alameda County, except for the incorporated cities of Alameda, Albany, Berkeley, and Piedmont, where 911 ambulance services are provided through those cities’ fire departments, and Lawrence Livermore National Laboratory, which contracts with the Alameda County Fire Department for ambulance services. In accordance with the terms and specifications of the RFP, the contractor will provide 5150 and Behavioral Health Response within the EOA.

End of questions from Bidders Conference

Paramedics Plus



November 9, 2017

Alameda County Emergency Medical Services Agency
RFP No. EMS-901017
Attn: Kristel Acacio, Supervising Program Specialist
1000 San Leandro Blvd., Suite 200
San Leandro, CA 94577

Re: RFP No. EMS-901017

As the current ambulance provider, Paramedics Plus is immensely qualified to speak to the magnitude of the "financial instability" that the current Emergency Medical Services Ambulance Transport Provider Agreement brings to the Alameda EMS system. Our organization has worked with the County EMS Agency, allied Alameda fire agencies, the Health Care Services Agency and County Administration in an effort to mitigate the financial and operational impacts. The RFP infers that the County acknowledges the financial limitations of a "fee for service" revenue stream and has attempted to design a system that will reduce the current Contractor's cost to provide quality service and/or explore revenue enhancement to ensure financial stability.

Page 14, Section I, B. 2. EMS System Challenges

"To that, and, in this RFP, the EMS Agency has made several key modifications to the typical provider terms, specifications, and requirements, to strategically match emergency ambulance resources to patient needs, and improve care to patients without undue financial or operational hardship on the Contractor. These changes include, but are not limited to, the adoption of a liquidated damages structure to replace traditional fines and penalties for failing to meet standards, changes in response time requirements, changes in response configurations, and modifications supporting the strategic deployment and dispatch of ambulances."

1. Paramedics Plus is asking for clarification as to what cost reductions and/or revenue enhancements are anticipated with the system modifications in the RFP as compared to the current environment. The RFP references financial modeling that occurred during development of the new EMS system, will the County share that data? More specifically has the County completed any modeling with regard to response time performance, using historical data and the proposed standards, to determine what if any liquidated damages would apply and if so will it share this information?

Page 13, Section V, DD. Electronic Data Collection System

"The EMS Agency requires the use of its selected single, uniform electronic patient care report and data collection system for all 911 providers in the County. The Contractor will be the backbone of the data collection system; Contractor will own, provide, and maintain the system."

2. Zoll is the current EMS ePCR platform, with the Contractor not directly responsible for the cost of the fire agencies use. Will the County provide detailed information on the number of system users and or licenses that will be necessary to meet these additional requirements so that an accurate financial impact can be determined?

Page 11, Section I. A. 3. Intent

"The County may extend the contract by mutual agreement with the Contractor for up to an additional five (5) years. The County also may unilaterally extend the contract an additional twenty four (24) months at any time, so long as that extension does not extend the total term beyond 10 years."

3. The two statements above seem to contradict each other and allow the County to unilaterally extend the contract for up to 10 years in twenty- four month increments. Is the intent to allow a single twenty-four month unilateral extension or to allow the County to extend the agreement unilaterally for up to ten years?

Page 157, Section XI. BB. 1. Omnibus Provision

"In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County."

4. Paramedics Plus currently sub-contracts with Alameda County Regional Emergency Communications Center, ACRECC, for dispatch services. ACRECC employees are covered under the above listed retirement plans. The assumption is this is boilerplate contracting language for the County but it may require further clarification based on the anticipated dispatch sub-contracting scenarios in the RFP.

Page 50, Exhibit A – Bid Response Packet, Exceptions, Clarifications, Amendments

5. Throughout the RFP bidders are required to "accept" specified requirements. Is the County's expectation that unless a bidder utilizes the Exceptions, Clarification, Amendment form that items are non-negotiable during the development of the contract once the award is made?

I thank you in advance for your assistance in clarifying these points. Paramedics Plus looks forward to the Bidder's conferences and the opportunity to continue to serve the citizens and visitors of Alameda County.

Sincerely,



Dale Feldhauser, COO
Paramedics Plus, Alameda

Start of questions from 11/09/17

Q125. Page 14, Section I. B. 2. EMS System Challenges

"To that, end, in this RFP, the EMS Agency has made several key modifications to the typical provider terms, specifications, and requirements, to strategically match emergency ambulance resources to patient needs, and improve care to patients without undue financial or operational hardship on the Contractor. These changes include, but are not limited to, the adoption of a liquidated damages structure to replace traditional fines and penalties for failing to meet standards; changes in response time requirements; changes in response configurations; and modifications supporting the strategic deployment and dispatch of ambulances. //

Paramedics Plus is asking for clarification as to what cost reductions and or revenue enhancements are anticipated with the system modifications in the RFP as compared to the current environment. The RFP references financial modeling that occurred during development of the new EMS system, will the County share that data? More specifically has the County completed any modeling with regard to response time performance, using historical data and the proposed standards, to determine what if any liquidated damages would apply and if so will it share this information?

A125. Financial stability of the Contractor is a key component of a quality EMS system. To this end, in this RFP, the EMS Agency has made several key modifications to the typical provider terms, specifications, and requirements, to strategically match emergency ambulance resources to patient needs, and improve care to patients without undue financial or operational hardship on the Contractor. These changes include, but are not limited to, the adoption of a liquidated damages structure to replace traditional fines and penalties for failing to meet standards; changes in response time requirements; changes in response configurations; modifications supporting the strategic deployment and dispatch of ambulances; and relief of obligation to significant costs such as mandated first responder and dispatch services fees.

Under the terms of the RFP, an EMS financial working group comprised of the successful Bidder, EMS Agency and HCSA will collectively evaluate the potential for supplemental revenue claiming opportunities that may be available to the EMS Agency that are not available to the Contractor. If it would benefit the financial stability of the services provided to the EOA as specified in this RFP for the HCSA to assume the billing function and accounts receivable, this option could be exercised by the HCSA with the approval of the Board of Supervisors. Bidders should note that the health care reimbursement environment continues to rapidly change. The EMS Agency desires a collaborative relationship with the Contractor that enables through cooperation over time maximal collection of revenue for the services provided as specified in this RFP.

Operational, clinical and financial modeling has been conducted by the EMS Agency and its RFP consultant (Citygate Associates, LLC) which will not be shared as it will be used in the assessment of bid responses. Bidders should model with due diligence the EMS system data provided by the County within the context of the RFP requirements and develop their staffing and operational deployment plans accordingly.

Q126. Page 131, Section V. DD. Electronic Data Collection System

"The EMS Agency requires the use of its selected single, uniform electronic patient care report and data collection system for all 911 providers in the County. The Contractor will be the backbone of the data collection system; Contractor will own, provide, and maintain the system.

*Zoll is the current EMS ePCR platform, with the Contractor not directly responsible for the cost of the fire agencies use. **Will the County provide detailed information on the number of system users and or licenses that will be necessary to meet these additional requirements so that an accurate financial impact can be determined?***

A.126. The number of licenses that will be necessary may be dependent upon the ePCR platform proposed by the Contractor and approved by the EMS Agency.

The Fire agencies within Alameda County currently using the Zoll ePCR platform are as follows:

Alameda City Fire Department

Alameda County Fire Department

Albany Fire Department

Berkeley Fire Department

Fremont Fire Department

Hayward Fire Department

Livermore Pleasanton Fire Department

Oakland Fire Department

Piedmont Fire Department

The current number of Zoll ePCR platform system users within Alameda County is approximately 1914.

The EMS Agency currently contracts with Definitive Networks Incorporated, Chief Operating Officer David Parnell to provide system-wide ePCR report portal hosting, training and support services. A copy of the contract for these services will be posted to the Secure Site previously provided to Bidders for the purpose of accessing EMS system data and materials. If you need help accessing these materials, please email Casey Zirbel at casey.zirbel@acgov.org.

Q127. Page 11, Section I. A. 3. Intent

"The County may extend the contract by mutual agreement with the Contractor for up to an additional five (5) years. The County also may unilaterally extend the contract an additional twenty-four (24) months at any time, so long as that extension does not extend the total term beyond 10 years."

The two statements above seem to contradict each other and allow the County to unilaterally extend the contract for up to 10 years in twenty- four month increments. Is the intent to allow a single twenty-four month unilateral extension or to allow the County to extend the agreement unilaterally for up to ten years?

A127. The intent of the twenty-four (24) month unilateral extension is that it may be executed only once by the EMS Agency and would not cause the total duration of the contract to exceed ten (10) years.

Section I.A.K.2 is hereby modified as follows:

The EMS Agency may extend the contract by mutual agreement with Contractor for up to an additional five (5) years. The EMS Agency may also unilaterally extend the contract an additional twenty four (24) months at any time only once, except, however, in no event shall this unilateral extension extend the total contract term beyond 10 years.

Q128. Page 157, Section XI. BB. 1. Omnibus Provision

"In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County."

Paramedics Plus currently sub-contracts with Alameda County Regional Emergency Communications Center, ACRECC, for dispatch services. ACRECC employees are covered under the above listed retirement plans. The assumption is this is boilerplate contracting language for the County but it may require further clarification based on the anticipated dispatch sub-contracting scenarios in the RFP.

A128. No question is presented to which the County can respond.

Q129. Page 50, Exhibit A- Bid Response Packet, Exceptions, Clarifications, Amendments Throughout the RFP bidders are required to "accept" specified requirements. Is the County's expectation that unless a bidder utilizes the Exceptions, Clarification, Amendment form that items are non-negotiable during the development of the contract once the award is made?

A129. Yes. The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification. Terms of an eventual contract may not differ materially from those stated in the RFP.

End of questions from 11/09/17

Day 1 questions December 6

Page 80, Provider Medical Director

On page 10 all Key Personnel must be directly employed by the Contractor. The current Contractor's Medical Director is not a Paramedics Plus employee but is subcontracted through The Permanente Medical Group. Will this arrangement be allowed?

Page 100-101, Response Code/Configuration Requirements Tables 3a and 3b.

The tables create a distinct Non-medical 5150 Dispatch Category that is not referenced with a corresponding Response Time Measurement Category (page 111, table 5) yet the Non-medical 5150 has a response time requirement (table 3b) are there any anticipated "liquidated damages associated with Non-medical 5150s.

Page 105, Response Time Reporting System IV.W.9

At the end of each month, the EMS Director shall randomly select a date from within the last 15 days of the month and this date will be the end date for the 30 day compliance measurement period. The assumption is this is meant to ensure an even distribution of unit hours, the concern is that this not be utilized to create more than 12 measurement periods annually.

Page 109, Failure to provide on scene time IV. W. 15. B

Contractor shall pay \$500 every time an emergency ambulance is dispatched and the ambulance crew fails to report and document on scene time. Will the current practice of verifying on scene with GPS or other technology remain acceptable? Also, does this apply to mutual aid requests?

Page 110, Failure to meet response time requirements IV. W. 16.f.2.

Subsection 2 states Contractor shall pay liquidated damages each and every month that Contractor fails to comply with response time requirements. Subsection 3 c-e appear to contradict the initial liquidated damages referenced in 2. Can the County please clarify when they intended for the first liquidated damages to apply?

Page 119, Communication System Equipment and Management 2.b.

Contractor shall be responsible for obtaining all radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system. The assumption is that the Contractor will be required to participate in EDRCS so FCC licensure is not the Contractor's responsibility.

Page 120, Communication System Equipment and Management 2 h.

It is assumed that the responsibility referenced here is only for the Contractor's required equipment.

Page 138, JJ Disaster Preparedness, B. C. EMS Disaster Trailers

EMS Disaster Trailers are County assets stored locally throughout the County and mobilized through ALCO-CMED. The current service provider houses two disaster trailers. As a point of clarification the County assumed control of the two disaster trailers earlier this year and they are no longer with the Contractor.

On the same topic the Contractor currently houses the Region 2 State ChemPak – this should be accounted for in the RFP.

Page 176 Exhibit G – MPDS Clinical Response Priorities List of MPDS Determinants

Determinants 16B, 18B and 22A are not listed in the provided priority set. Determinants 17B and 21B are listed in both Priority 2 and 4. Ambulance Standby Events (generated by public safety organizations) are not given a priority.

Start of questions from 12/06/17

Q130. Page 80, Provider Medical Director

On page 10 all Key personnel must be directly employed by the Contractor, the current Contractor's Medical Director is not a Paramedics Plus Employee but is subcontracted through the Permanente Medical Group. Will this arrangement be allowed?

A130. No.

Q131. Page 100-101, Response Code/ Configuration Requirements Table 3a and 3b.

The tables create a distinct Non-medical 5150 Dispatch Category that is not referenced with a corresponding Response Time Measurement Category (page 111, table 5) yet the Non-medical 5150 has a response time requirement (table 3b) are there and anticipated "liquidated damages associated with Non-medical 5150's?

A131. While monetary Liquidated Damages are not associated with Non-medical 5150's, Contractor shall maintain sufficient resources to achieve the specified response time standards 90% of the time. Please see IV.W.16 of the RFP which states in part:

*It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County. It is also expressly understood and agreed that County's remedies in the event of the successful Bidder's breach or any noncompliance, are not limited to this RFP or the final contract liquidated damages provisions. The EMS Agency shall invoice the Contractor for Liquidated Damages and the invoice shall be paid within 30 days of the date the invoice is received. **Chronic failure to comply with the response time requirements may constitute a material breach of contract.***

Q132. Page 105, Response Time Reporting System IV.W.9

At the end of each month, the EMS Director shall randomly select a date from within the last 15 days of the month and this date will be the end date for the 30 days compliance measurement period. The assumption is this is meant to ensure an even distribution of unit hours, the concern is that this not be utilized to create more than 12 measurement periods annually.

A132. No question is presented to which the County can respond.

Q133. Page 109, Failure to provide on scene time IV.W.16.B

Contractor shall pay \$500 every time an emergency ambulance is dispatched and the ambulance crew fails to report and document on scene time. Will the current practice of verifying on scene GPS or other technology remain acceptable? Also, does this apply to mutual aid requests?

A133. The Contractor is responsible for response time within the EOA. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the \$500 assessment, may demonstrate to the satisfaction of the EMS Director or his/her designee an accurate on-scene time. Use of GPS or other technology may be employed in this demonstration.

Section IV.W.11 of the RFP stipulates that Contractor is responsible for the response time to an incident within the EOA from an entity requested to provide Mutual Aid for the Contractor. Accordingly, the Contractor, in order to rectify the failure of a requested Mutual Aid entity to report an on-scene time and to avoid the \$500 assessment, may demonstrate to the satisfaction of the EMS Director or his/her designee an accurate on-scene time. Use of GPS or other technology may be employed in this demonstration.

Q134. Page 110, Failure to meet response time requirements IV.W.16f.2.

Subsection 2 states Contractor shall pay liquidated damages each and every month that Contractor fails to comply with response time requirements. Subsection 3c-e appear to contradict the initial liquidated damages referenced in 2. Can the County please clarify when they intended for the first liquidated damages to apply?

A134. Contractor shall pay performance-based monetary Liquidated Damages as assessed by the EMS Agency on a monthly basis. Monetary Liquidated Damages will be assessed by the EMS Agency for response time deficiencies in accordance with the provisions of Section IV.W.16.f in its entirety, thereby providing the Contractor with the reasonable opportunity to rectify first occurrences of non-compliance absent paying monetary Liquidated Damages as specified in IV.W.16.F.3.

Q135. Page 119, Communication System Equipment and Management 2.b

Contractor shall be responsible for obtaining all radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system. The assumption is that the Contractor will be required to participate in EBRCS so FCC licensure is not the Contractor's responsibility.

A135. No question is presented to which the County can respond.

Q136. Page 120, Communication System Equipment and Management 2.h.

It is assumed that the responsibility referenced here is only for the Contractor's required equipment.

A136. No question is presented to which the County can respond.

Q137. Page 138, JJ Disaster Preparedness, 8. EMS Disaster Trailers

EMS Disaster Trailer are County assets stored locally throughout the County and mobilized through ALCO-CMED. The current service provider houses two disaster trailers. As a point of clarification the County assumed control of the two disaster trailers earlier this year and there are no longer with the Contractor.

On the same topic the Contractor currently houses the Region 2 State ChemPak- this should be accounted for in the RFP.

A137. No question is presented here to which the County can respond.

Q138. Page 176 Exhibit G-MPDS Clinical Response Priorities List of MPDS Determinants

Determinants 16B, 18B and 22B are not listed in the provided priority set. Determinants 17B and 21B are listed in both Priority 2 and 4. Ambulance Standby Events (generated by safety organizations) are not given a priority.

A138. No question is presented here to which the County can respond.

End of questions from 12/06/17



December 15, 2017

Alameda County Emergency Medical Services Agency
RFP No. EMS-901017
Attn: Kristel Acacio, Supervising Program Specialist
1000 San Leandro Blvd., Suite 200
San Leandro, CA 94577

Re: RFP No. EMS-901017

As instructed during the bidder's conferences on December 6th and 7th Paramedics Plus is submitting written questions concerning RFP No. EMS-901017. I apologize in advance for the length of this document as I had anticipated an interactive dialog during the bidder's conferences that would have helped clarify the questions allowing for a more concise inquiry. The RFP document is replete with language describing how the system desires to use clinical outcomes as the driver of response-times and placing the right resource with the right patient at the right time. For example, page 14 of the RFP itself states: *This procurement process is designed to move the EMS System, and 911 Ambulance Service provided therein, away from the traditional mindset that 'quicker is always better' and toward a new framework of 'providing the right resource, to the right patient, at the right time, and the lowest responsible cost – a direction that is supported by clinical research and is necessary for the financial stability of the system.* Page 15 of the RFP outlines goals as stated by the Institute for Health and adopted by "the EMS Agency" to include *Stabilize or reduce the cost of EMS services.*

Realizing we were cautioned at the Pre-Bidders' Conferences that information provided at the conferences could not be relied upon, Dr. Sporer reiterated during the conferences that "always fast, is not always right." Moreover, Dr. Sporer stated that with respect to priority 4 responses, these responses represent a low rate of intervention, a low rate of transport and reduce lights and siren use by 30%. He even indicated that ride share programs might be an appropriate mode of transportation for this subset of patients. Dr. Sporer's comments seem to reflect language in portions of the RFP advocating for an approach consistent with the Institute of Health Improvement's Triple Aim for health care.

However, certain language in the RFP contradicts this approach as stated above with respect to time requirements and fiscal responsibility. This RFP, for example increases the performance bond; dictates the Contractor's organizational structure; increases the number of Key and Other Required Personnel employed by the Contractor; restricts the job functions of certain personnel; and interferes with the bargaining process between Contractor and labor. In addition, the RFP implements a "liquidated damages" schedule that places the System at greater financial failure than currently exists.

Below we have grouped questions, clarifications and requests to which we seek answers to.

Group 1

The first group of questions being presented in this document relate to the apparent increased operating costs that are being required of the Ambulance Contractor by this RFP. The explanation prior to each question is intended to help quantify the additional expense by providing a comparison between the current environment and what we believe is the impact on that specific element in the RFP.

Page 35 – Performance Guarantee – a performance guarantee equivalent to six (6) months of operating expenses or fifteen million dollars (\$15,000,000), whichever is greater, in the form of cash or a letter of credit, or a performance security bond.

This new RFP performance bond is 2 1/2 times greater than the current Ambulance Provider Contractor's bond. At an approximate annual cost of \$10,000 per million secured by the bond, this would increase the annual operating expense to the Contractor by \$90,000 to cover a \$15 million security bond.

- 1. Request: Paramedics Plus requests that the Performance Guarantee be reduced to \$9 million, which is still a 50% increase from the current bond if the County believes the current bond requirement to be inadequate. If the request is denied, please provide clarification to the requirement.**

Page 77 – Dedicated Personnel Required - Personnel in key leadership positions as described in this section shall be directly employed by the Contractor with their primary physical location of work within Alameda County.

The RFP increases the Key and Other Required Personnel by six from the current Contract adding a Finance Manager, Health/Risk Management Specialist, and an additional four (24 hours per day coverage) EMS Supervisors. Current practice by Paramedics Plus has recently already added two of these positions but with an average cost of \$125,000 these changes will still add \$500,000 to the Contractor's overhead.

- 2. Request: Paramedics Plus request that the County consider allowing the finance manager to be a shared service and not requiring the position to be located in Alameda County. If the request is denied, please provide clarification to the requirement.**

Page 16 – Failure to Respond – Contractor shall pay \$50,000 for each failure by the Contractor to provide an ambulance on-scene within two hundred and fifty percent (250%) of the Response Time Compliance Requirement to any location within the EOA where a medical response has been requested by an EMS Agency-approved EMD center.

Pages 65-‘One of the primary purposes of the MPDS protocols is to enable the EMDs to determine the appropriate response to send to a given emergency.... The EMD then sends the response configuration that has been assigned to the code by local and EMS Control (Medical Director).’ Continuing, the EMS Agency plans to use its extensive experience with Medical Priority Dispatch ... to optimally deploy pre-hospital personnel. It is necessary for optimal use of the MPDS protocols that ambulances responding to lower acuity calls e.g., Priority 4, be diverted to high acuity calls, e.g., Priority 1, when that ambulance is the closest to the higher priority call. This necessary diversion may result in extended response –times to lower acuity calls in order to reach time critical patients in an appropriate

timeframe. Under this liquidated damages schedule, the Contractor is heavily penalized for complying with MPDS protocols and more importantly providing proper patient care.

The current Contract fine structure has been publicly acknowledged by most of the key EMS stakeholders in Alameda County as excessively punitive without improving performance. The response time requirements in the RFP includes a change from the current 30 minute standard for low acuity calls, to a more stringent 20 minute standard. In addition, these non-emergency responses now have a penalty of \$50,000 at the 50 minute mark, (250% of the standard). We modeled the new standards in the RFP utilizing past performance data and believe the new structure would produce "liquidated damages" that exceed the historic fines that were levied under a fine structure that has been acknowledged as punitive and that was substantially reduced in the latest negotiated EMS Contract extension. As an example, in July 2015, Paramedics Plus was recognized by the EMS Agency as having excellent response time performance with an overall 95.99% compliance with none of the 49 reportable zones out of compliance. The EMS Director waived the \$40,300 in outlier fines associated with that month's responses in recognition of this performance. Using the proposed standard Paramedics Plus would have had \$400,000 in "liquidated damages" that month on the 8 alpha outliers exceeding the new 250% standard. In July 2016 Paramedics Plus was compliant in all zones with "outlier" fines totaling \$98,100 and an overall response time compliance of 94.79%. Modeling that month with the new standards results in \$450,000 in "liquidated damages". In neighboring Contra Costa County the current Ambulance Contract fines the low acuity calls after an 89 minutes response at \$500 for each occurrence. It seems that Alameda County EMS is demanding the Contractor have no responses for Alpha level responses over 50 minutes in any circumstances without risk of severe financial penalty for such responses.

3. Request: Paramedics Plus requests that the Priority 4 response time standard be returned to the current Alpha 30 minute standard and that the penalty for all responses over 250% of the standard be reduced to \$500 per occurrence. If the request is denied, please provide clarification to the requirement.

Page 114 – Supervisor Vehicles – All supervisor vehicles shall be Code-3-equipped, 4-wheel-drive, SUV-type vehicles ...

Historically the only utilization of 4-wheel-drive supervisor vehicles has been on Mission Peak responses. Why would this narrow application require 100% of the supervisor vehicles to be equipped with the additional cost of 4-wheel-drive?

4. Request: Paramedics Plus requests the number of 4-wheel-drive Supervisor Vehicles be reduced to two. If the request is denied, please provide clarification to the requirement.

Group 2

This second group of questions addresses the apparent desire for the County FMS agency to establish significant operational and human resource constraints on the Contractor regarding employment conditions. The paramedics and EMTs providing service to the citizens of Alameda County are represented by SEIU NAGE EMS Local 510. Working conditions have been established and revised through multiple bargaining sessions with that group utilizing a collaborative process. The Evaluation Criteria provides the opportunity to award each bidder for their commitment to the employees while still allowing the Contractor the flexibility to negotiate working conditions with the workforce.

Page 87 – Work Schedules and Human Resource Issues – An Employee Matter: 1. EMTs and paramedics, EMS Supervisors, Operational Supervisors and Dispatch/System Status Supervisors shall not be scheduled to work shifts longer than 12 hours, and the absolute length of any mandated or “holdover” work assignment shall not exceed 14 hours, except during a locally proclaimed state of emergency within Alameda County (or in other jurisdictions when providing Mutual Aid).

The current Contractor’s ambulance work schedule includes 14-hour shifts, with three 14-hour shifts per week as an option. This equates to 42 hours per week which corresponds to the same hours per pay period as the more traditional seven 12-hour shifts per pay period. This flexibility in scheduling is preferred by some individuals as it reduces their days at work by one every two weeks and thus reduces commute time. While it is a limited option and not frequently selected, it does allow more choice for the paramedics and EMTs and was negotiated through the bargaining unit.

5. **Request:** Paramedics Plus requests that the County revise the 12 hour shift length restriction to 14 hours, and the 14 hour maximum hours be increased to 16 hours. If the request is denied, please provide clarification to the requirement.

Page 87 – EMTs, paramedics, EMS Supervisors, Operations Supervisors, and Dispatch/System Status Supervisors shall complete their shift on time without holdover at least 90% of the time, as measured monthly.

Not getting off duty at the scheduled time is a significant employee satisfaction concern. Multiple factors influence the employees’ ability to leave work on time including the type of call they are sent on near the end of their shift, call outs, the number of ambulance requests, inclement weather, and even traffic patterns as they attempt to return to their deployment site. The issue of holdover is addressed in the current Collective Bargaining Agreement, (CBA) with SEIU NAGE EMS Local 510. Holding staff over to ensure adequate ambulances are available and or deployed in the system is unfortunately a function of providing highly reliable emergency ambulance service. Moreover, financial considerations for involuntary holdover have already been negotiated in the CBA. Further restricting the Contractor on this element has the potential to negatively impact “getting the right resource to the right patient at the right time”.

6. **Request:** Paramedics Plus requests that the 90% compliance threshold be eliminated and that the RFP simply requests that the Contractor provide performance data on this key measure. If the request is denied, please provide clarification to the requirement.

Page 82 and 83 – both the Operations Supervisors and EMS Supervisors sections specifically exclude these two positions from being responsible for the delivery of supplies or equipment except in multi-casualty incidents or disaster response.

Restricting who can be utilized to facilitate the delivery of key supplies and or equipment to assist an ambulance or a first response apparatus from returning to service under any circumstances does not seem to add value.

7. **Request:** Paramedics Plus requests that the restrictions for supply and or equipment delivery be removed from the RFP. If the request is denied, please provide clarification to the requirement.

Page 76 – Comfort Stations b. The eventual location and numbers of the successful Bidder’s proposed comfort stations will be subject to approval of the EMS Director.

Comfort stations characteristics are well described in the RFP and their significance to the EMS Agency is accounted for in the evaluation criteria. The unilateral approval of the actual final number and location of each comfort station by the EMS Director seems redundant and somewhat overreaching.

8. **Request:** Removal of this requirement from the RFP. If the request is denied please provide more clarification to the requirement for budget and planning purposes.

Group 3

The final set of questions simply is requesting clarification regarding the particular section or element of the RFP.

Page 109 Failure to provide on-scene time – Contractor shall pay \$500 every time an emergency ambulance is dispatched and the ambulance crew fails to report and document on scene time. ... In addition to assessment of liquidated damages, where an on-scene time for a particular emergency call is not documented for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

9. **Question:** Are Mutual Aid ambulances exempt from this standard?

Page 102 Table 4b. Lists non-medical 5150 as the Dispatch Category and has a Response described as of Non-emergent. Page 111 Table 5 describes the 18 Measurement Categories and does not include a clear understanding if the "non-medical 5150" are included in any of the 18 Measurement Categories.

10. **Question:** Are the non-medical 5150 responses included in the 18 Measurement Categories or is the population to be measured independently?

Page 30 – Contract Evaluation and Assessment G.3. If, as a result of such determination, the EMS Agency concludes that it is not satisfied with the Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will notified of contract termination effective forty-five (45) days notice.

The initial sixty-day evaluation period appears to circumvent the Material Breach and Provisions of Termination process as described later in the RFP.

11. **Question:** Are the Performance Guarantee Provisions voided if the County cancels the contract utilizing the sixty-day period as no opportunity is afforded the Contractor to provide "cure"?

Page 110 – Failure to meet response time requirements (2) Contractor shall pay liquidated damages each and every month that Contractor fails to comply with the response time requirements based on the percent of compliance for each of the 18 Measurement Categories in Table 5, below.

12. **Clarification:** This statement contradicts the more detailed explanation of the liquidated damages that follows and describes no dollar amount for the first occurrence. Please clarify when the first "liquidated damages" penalty would be assessed.

Page 103 Response Reporting System Note: Although response times are reported monthly, response times must remain at the contractually agreed upon percentage at all times. At the end of each calendar month, the EMS Director or his/her designee, shall randomly select a date from within the last 15 days of the month and this date will be the end date of the 30-day compliance measurement period.

It is believed that this provision is to ensure a more uniform approach to staffing however it creates the potential for more than twelve measurement periods annually and thus an increased exposure to "liquidated damages"

13. Question: Can a restriction be placed on the number of measurement periods allowed annually?

We are grateful for the opportunity to seek clarity and provide input in the RFP process and the RFP document and look forward to working closely with Alameda County as this process unfolds.

Respectfully,



Dale Feldhauser

Chief Operating Officer, Paramedics Plus

Start of questions from 12/15/17

Group 1

The first group of questions being presented in this document relate to the apparent increased operating costs that are being required of the Ambulance Contractor by this RFP. The explanation prior to each question is intended to help quantify the additional expense by providing a comparison between the current environment and what we believe is the impact on that specific element in the RFP.

page 35 - Performance Guarantee - a performance guarantee equivalent to six (6) months of operating expenses or fifteen million dollars {\$15,000,000}, whichever is greater, in the form of cash or a letter of credit, or a performance security bond.

This new RFP performance bond is 2 1/2 times greater than the current Ambulance Provider Contractor's bond. At an approximate annual cost of \$10,000 per million secured by the bond, this would increase the annual operating expense to the Contractor by \$90,000 to cover a \$15 million security bond.

Q139. Request: Paramedics Plus requests that the Performance Guarantee be reduced to \$9 million, which is still a 50% increase from the current bond if the County believes the current bond requirement to be inadequate. If the request is denied, please provide clarification to the requirement.

A139. *Section I.L.1 is hereby modified as follows:*

The Contractor shall provide a performance guarantee ~~equivalent to six (6) months of operating expenses or of~~ fifteen million dollars (\$15,000,000), ~~whichever is greater~~, in the form of cash or a letter of credit, or a performance security bond.

Continuous high-quality Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization is an essential life safety service upon which the public depends. The County desires the provision of services by a Contractor that is confident of its competency to deliver the expected level of performance. The County must ensure its immediate access to funding enabling stable continuity of services should the Contractor materially default on its contractual obligations.

Page 77- Dedicated Personnel Required - Personnel in key leadership positions as described in this section shall be directly employed by the Contractor with their primary physical location of work within Alameda County.

The RFP increases the Key and Other Required Personnel by six from the current Contract adding a Finance Manager, Health/Risk Management Specialist, and an additional four (24 hours per day coverage) EMS Supervisors. Current practice by Paramedics Plus has recently already added two of these positions but with an average cost of \$125,000 these changes will still add \$500,000 to the Contractor's overhead.

Q140. Request: Paramedics Plus request that the County consider allowing the finance manager to be a shared service and not requiring the position to be located in Alameda County. If the request is denied, please provide clarification to the requirement.

A140. Financial stability of the Contractor is a key component of a quality EMS system. To this end, in this RFP, the EMS Agency has made several key modifications to the typical provider terms, including that the Contractor employ an appropriately qualified 1.0 FTE Finance Manager to oversee and be responsible only for the financial performance of the Contractor's Alameda County operations.

Under the terms of the RFP, an EMS financial working group comprised of the successful Bidder, EMS Agency and HCSA will collectively evaluate the potential for supplemental revenue claiming opportunities that may be available to the EMS Agency that are not available to the Contractor. The Contractor's Finance Manager must be directly accessible to the EMS Agency and is also expected to be a key participant in this working group.

Bidders should note that the health care reimbursement environment continues to rapidly change, demanding keen and continuous attention to Contractor's operations financially. The EMS Agency desires a collaborative relationship with the Contractor that enables through cooperation over time in ensuring maximal collection of revenue and lowest responsible operational cost for the services provided as specified in this RFP.

Page 16 - Failure to Respond - Contractor shall pay \$50,000 for each failure by the Contractor to provide an ambulance on-scene within two hundred and fifty percent 250% of the Response Time Compliance Requirement to any location within the EDA where a medical response has been requested by an EMS Agency-approved EMD center.

Pages 65-'One of the primary purposes of the MPDS protocols is to enable the EMDs to determine the appropriate response to send to a given emergency.... The EMD then sends the response configuration that has been assigned to the code by local and EMS Control (Medical Director).' Continuing, the EMS Agency plans to use its extensive experience with Medical Priority Dispatch ... to optimally deploy pre- hospital personnel. It is necessary for optimal use of the MPDS protocols that ambulances responding to lower acuity calls e.g., Priority 4, be diverted to high acuity calls, e.g., Priority 1, when that ambulance is the closest to the higher priority call. This necessary diversion may result in extended response -times to lower acuity calls in order to reach time critical patients in an appropriate timeframe. Under this liquidated damages schedule, the Contractor is heavily penalized for complying with MPDS protocols and more importantly providing proper patient care. The current Contract fine structure has been publicly acknowledged by most of the key EMS stakeholders in Alameda County as excessively punitive without improving performance. The response time requirements in the RFP includes a change from the current 30 minute standard for low acuity calls, to a more stringent 20 minute standard. In addition, these non-emergency responses now have a penalty of \$50,000 at the 50 minute mark, (250% of the standard). We

modeled the new standards in the RFP utilizing past performance data and believe the new structure would produce "liquidated damages" that exceed the historic fines that were levied under a fine structure that has been acknowledged as punitive and that was substantially reduced in the latest negotiated EMS Contract extension. As an example, in July 2015, Paramedics Plus was recognized by the EMS Agency as having excellent response time performance with an overall 95.99% compliance with none of the 49 reportable zones out of compliance. The EMS Director waived the \$40,300 in outlier fines associated with that month's responses in recognition of this performance. Using the proposed standard Paramedics Plus would have had \$400,000 in "liquidated damages" that month on the 8 alpha outliers exceeding the new 250% standard. In July 2016 Paramedics Plus was compliant in all zones with "outlier" fines totaling \$98,100 and an overall response time compliance of 94.79%.

Modeling that month with the new standards results in \$450,000 in "liquidated damages". In neighboring Contra Costa County the current Ambulance Contract fines the low acuity calls after an 89 minutes response at \$500 for each occurrence. It seems that Alameda County EMS is demanding the Contractor have no responses for Alpha level responses over 50 minutes in any circumstances without risk of severe financial penalty for such responses.

Q141. Request: Paramedics Plus requests that the Priority 4 response time standard be returned to the current Alpha 30 minute standard and that the penalty for all responses over 250% of the standard be reduced to \$500 per occurrence. If the request is denied, please provide clarification to the requirement.

A141. Bidders should model with due diligence the EMS system data provided by the County within the context of the RFP requirements. Deployment plans should be developed accordingly. Excessively prolonged response times are unacceptable to the EMS Agency and constitute a Failure to Respond consistent with the intent of the specifications within this RFP.

Page 114 - Supervisor Vehicles -All supervisor vehicles shall be Code-3-equipped, 4-wheel-drive, SUV- type vehicles

Historically the only utilization of 4-wheel-drive supervisor vehicles has been on Mission Peak responses. Why would this narrow application require 100% of the supervisor vehicles to be equipped with the additional cost of 4-wheel-drive?

The County covers 738 square miles and enjoys a varied geography ranging from urban marinas to rolling open spaces to hillside lakes and streams. Varying topography, both physical and human-caused, has implications for service delivery, including known challenges associated with gaining of access to patients in remote and/or wilderness areas in all three Deployment Zones identified in the RFP.

Q142. Request: Paramedics Plus requests the number of 4-wheel-clrive Supervisor Vehicles be reduced to two. If the request is denied, please provide clarification to the requirement.

A142. The County covers 738 square miles and enjoys a varied geography ranging from urban marinas to rolling open spaces to hillside lakes and streams. Varying topography, both physical and human-caused, as well as the County's risks associated with earthquakes, floods, fires and other disasters have implications for service delivery, including known and potential future challenges associated with gaining of access to patients in all three Deployment Zones identified in the RFP.

Group 2

This second group of questions addresses the apparent desire for the County EMS agency to establish significant operational and human resource constraints on the Contractor regarding employment conditions. The paramedics and EMTs providing service to the citizens of Alameda County are represented by SEIU NAGE EMS Local 510. Working conditions have been established and revised through multiple bargaining sessions with that group utilizing a collaborative process. The Evaluation Criteria provides the opportunity to award each bidder for their commitment to the employees while still allowing the Contractor the flexibility to negotiate working conditions with the workforce.

Page 87 - Work Schedules and Human Resource Issues -An Employee Matter: 1. EMTs and paramedics, EMS Supervisors, Operational Supervisors and Dispatch/System Status Supervisors shall not be scheduled to work shifts longer than 12 hours, and the absolute length of any mandated or "holdover" work assignment shall not exceed 14 hours, except during a locally proclaimed state of emergency within Alameda County (or in other jurisdictions when providing Mutual Aid).

The current Contractor's ambulance work schedule includes 14-hour shifts, with three 14-hour shifts per week as an option. This equates to 42 hours per week which corresponds to the same hours per pay period as the more traditional seven 12-hour shifts per pay period. This flexibility in scheduling is preferred by some individuals as it reduces their days at work by one every two weeks and thus reduces commute time. While it is a limited option and not frequently selected, it does allow more choice for the paramedics and EMTs and was negotiated through the bargaining unit.

Q143. Request: Paramedics Plus requests that the County revise the 12 hour shift length restriction to 14 hours, and the 14 hour maximum hours be increased to 16 hours. If the request is denied, please provide clarification to the requirement.

A143. No question is presented to which the County can respond. Provider fatigue and the impairment associated with fatigue pose a significant safety risk for patients, partners, and others in the community. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest. No shift for EMTs, Paramedics, EMS Supervisors, Operations Supervisors, and Dispatch/System Status Supervisors shall be scheduled for a period longer than 12 hours, except as permitted under Section IV.N.1, as modified in the addendum.

Page 87- EMTs, paramedics, EMS Supervisors, Operations Supervisors, and Dispatch/System Status Supervisors shall complete their shift on time without holdover at least 90% of the time, as measured monthly.

Not getting off duty at the scheduled time is a significant employee satisfaction concern. Multiple factors influence the employees' ability to leave work on time including the type of call they are sent on near the end of their shift, call outs, the number of ambulance requests, inclement weather, and even traffic patterns as they attempt to return to their deployment site. The issue of holdover is addressed in the current Collective Bargaining Agreement, (CBA) with SEIU NAGE EMS Local 510.

Holding staff over to ensure adequate ambulances are available and or deployed in the system is unfortunately a function of providing highly reliable emergency ambulance service.

Moreover, financial considerations for involuntary holdover have already been negotiated in the CBA. Further restricting the Contractor on this element has the potential to negatively impact "getting the right resource to the right patient at the right time".

Q144. Request: Paramedics Plus requests that the 90% compliance threshold be eliminated and that the RFP simply requests that the Contractor provide performance data on this key measure. If the request is denied, please provide clarification to the requirement.

A144. No question is presented to which the County can respond. An allowance of 10% for isolated instances of deviations from compliance with shift completion time requirements is built into this compliance standard. Bidders should model with due diligence the EMS system data provided by the County within the context of the RFP requirements. Deployment and staffing plans should be developed accordingly and advance contingency planning is recommended.

Page 82 and 83 - both the Operations Supervisors and EMS Supervisors sections specifically exclude these two positions from being responsible for the delivery of supplies or equipment except in multi- casualty incidents or disaster response.

Restricting who can be utilized to facilitate the delivery of key supplies and or equipment to assist an ambulance or a first response apparatus from returning to service under any circumstances does not seem to add value.

Q145. Request: Paramedics Plus requests that the restrictions for supply and or equipment delivery be removed from the RFP. If the request is denied, please provide clarification to the requirement.

A145. No question is presented to which the County can respond. Operations and EMS Supervisors are to be primarily responsible for the respective functions as outlined in the RFP. Contractor shall adequately equip its ambulances to deliver the routine services as specified within the RFP.

Page 76- Comfort Stations b. The eventual location and numbers of the successful Bidder's proposed comfort stations will be subject to approval of the EMS Director.

Comfort stations characteristics are well described in the RFP and their significance to the EMS Agency is accounted for in the evaluation criteria. The unilateral approval of the actual final number and location of each comfort station by the EMS Director seems redundant and somewhat overreaching.

Q146. Request: Removal of this requirement from the RFP. If the request is denied please provide more clarification to the requirement for budget and planning purposes.

A146. No question is presented to which the County can respond. The EMS Agency believes that a satisfied workforce is essential to the provision of high quality EMS services. Bidders are encouraged to thoughtfully evaluate the number and placement of proposed Comfort Stations which provide the on-duty workforce with reasonable access to basic and comfortable facilities for completing patient care documentation, restroom use and nourishment.

Group 3

The final set of questions simply is requesting clarification regarding the particular section or element of the RFP.

Page 109 Failure to provide on-scene time - Contractor shall pay \$500 every time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. ... In addition to assessment of liquidated damages, where an on-scene time for a particular emergency call is not documented for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

Q147. Question: Are Mutual Aid ambulances exempt from this standard?

A147. Section IV.W.11 of the RFP stipulates that Contractor is responsible for the response time to an incident within the EOA from an entity requested to provide Mutual Aid for the Contractor. Accordingly, the Contractor, in order to rectify the failure of a requested Mutual Aid entity to report an on-scene time and to avoid the \$500 assessment, may demonstrate to the satisfaction of the EMS Director or his/her designee an accurate on-scene time. Use of GPS or other technology may be employed in this demonstration.

Page 102 Table 4b. Lists non-medical 5150 as the Dispatch Category and has a Response described as of Non-emergent. Page 111 Table 5 describes the 18 Measurement Categories and does not include a clear understanding if the "non-medical 5150" are included in any of the 18 Measurement Categories.

Q148. Question: Are the non-medical 5150 responses included in the 18 Measurement Categories or is the population to be measured independently?

A148. Independently. While monetary Liquidated Damages are not associated with Non-medical 5150's, Contractor shall maintain sufficient resources to achieve the specified

response time standards 90% of the time. Please see IV.W.16 of the RFP which states in part:

*It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County. It is also expressly understood and agreed that County's remedies in the event of the successful Bidder's breach or any noncompliance, are not limited to this RFP or the final contract liquidated damages provisions. The EMS Agency shall invoice the Contractor for Liquidated Damages and the invoice shall be paid within 30 days of the date the invoice is received. **Chronic failure to comply with the response time requirements may constitute a material breach of contract.***

Page 30 - Contract Evaluation and Assessment G.3. *If, as a result of such determination, the EMS Agency concludes that it is not satisfied with the Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will notified of contract termination effective forty-five (45) days notice.*

The initial sixty-day evaluation period appears to circumvent the Material Breach and Provisions of Termination process as described later in the RFP.

Q149. Question: *Are the Performance Guarantee Provisions voided if the County cancels the contract utilizing the sixty-day period as no opportunity is afforded the Contractor to provide "cure"?*

Please note the following modifications made to Section I.G.3. via addendum:

G. CONTRACT EVALUATION AND ASSESSMENT

1. *During the initial sixty (60) day period of any contract that may be awarded under this RFP, the CSC and/or other persons designated by the EMS Agency will meet with the Contractor to evaluate the services performance and to identify any issues or potential problems.*

2. *If the EMS Agency believes the Contractor is not adequately performing its obligations or the services required by its Contract, the EMS Agency may request from the Contractor prompt written assurances of performance and a written plan acceptable to the EMS Agency to correct the deficiencies in Contractor's performance. ~~The EMS Agency reserves the right to determine, at its sole discretion, whether:~~*

~~a. Contractor has complied with all terms of this RFP; and~~

~~b. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met the County requirements.~~

3. *Contractor shall provide such written assurances and such a written plan within ten (10) calendar days of its receipt of the EMS Agency's request and shall immediately thereafter diligently commence and perform such written plan. ~~If, as a result of such determination, the~~*

~~EMS Agency concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty five (45) days following notice. The EMS Agency will have the right to invite the next highest ranked Bidder to enter into a contract. The EMS Agency also reserves the right to re-bid this project if it is determined to be in its best interest to do so.~~

4. Contractor's failure to provide such written assurances and/or perform such written plan within the required time may be considered a Material Breach of the contract.

Page 110- Failure to meet response time requirements (2) Contractor shall pay liquidated damages each and every month that Contractor fails to comply with the response time requirements based on the percent of compliance for each of the 18 Measurement Categories in Table 5, below.

Q150. Clarification: This statement contradicts the more detailed explanation of the liquidated damages that follows and describes no dollar amount for the first occurrence. Please clarify when the first "liquidated damages" penalty would be assessed.

A150. Contractor shall pay performance-based monetary Liquidated Damages as assessed by the EMS Agency on a monthly basis. No more than twelve (12) assessments will occur annually. Monetary Liquidated Damages will be assessed by the EMS Agency for response time deficiencies in accordance with the provisions of Section IV.W.16.f in its entirety, thereby providing the Contractor with the reasonable opportunity to rectify first occurrences of non-compliance absent paying monetary Liquidated Damages as specified in IV.W.16.F.3.

Page 103 Response Reporting System Note: Although response times are reported monthly, response times must remain at the contractually agreed upon percentage at all times. At the end of each calendar month, the EMS Director or his/her designee, shall randomly select a date from within the last 15 days of the month and this date will be the end date of the 30-day compliance measurement period.

It is believed that this provision is to ensure a more uniform approach to staffing however it creates the potential for more than twelve measurement periods annually and thus an increased exposure to "liquidated damages".

Q151. Question: Can a restriction be placed on the number of measurement periods allowed annually?

A151. Yes. No more than twelve (12) measurement periods will occur annually.

End of questions from 12/15/17

Pro Transport- 1



November 15, 2017

Kristel Acacio
Supervising Program Specialist
1000 San Leandro Blvd. Suite 200
San Leandro, CA 94577

Please find the following questions as they pertain to the the County of Alameda's Request for Proposal No. EMS-901017.

1. For positions considered Key Personnel in Exhibit A- 1 – Section III.5., does every position need five years of experience? Is it acceptable to the County that the Bidder agree to hire personnel with the necessary qualifications?
2. In section C.1.a.1, the RFP document lists that Bidder's Key Personnel must have been, for the last five years, continuously engaged in providing or directly overseeing a primary 911 Ambulance Services provider in an area comparable to Alameda County. In Exhibit A-1 – Section III.1.5.a, the qualifications and experience of the Bidder's Key Personnel is listed as being a minimum of five years of experience. Can the County please clarify if the experience must be continuous and within last five years or cumulative within the personnel's career?
3. The two key executives who would be charged with oversight of the Alameda County 911 system have a combined experience of 27 years of experience managing major, high-performance 911 systems in both General Manager and CEO positions including Clark County (Las Vegas), Fulton and Forsyth Counties (Atlanta), Youngstown in Ohio, Buffalo, Rochester and Syracuse all in New York State, four of the five boroughs in New York City in conjunction with FDNY and New Haven in Connecticut. Will this collective experience meet the minimum requirements for key personnel in order for our company to bid?

Professional, Courteous & On Time

800.550.4003 info@protransport-1.com facsimile 707.565.8341
720 Portal Street, Oyster California 94931

Start of questions from 11/15/17

Q152. For positions considered Key Personnel in Exhibit A- 1 - Section 111.5., does every position need five years of experience? Is it acceptable to the County that the Bidder agree to hire personnel with the necessary qualifications?

A152. Each of the Bidder's Key Personnel must be identified by the Bidder in its response to this RFP and each must have the requisite experience. Key Personnel must be directly employed by the Bidder not later than the Contract Start Date.

Please note the following modifications which were made via Addendum No. 2 to the RFP:

Page 16 Section I.C.1.a.(1):

a. Experience

*(1) Each of the Bidder's Key Personnel (defined in Exhibit A-1 - Section III.I.5.) must have been **for a minimum of two (2) of the most recent, for the last five (5) calendar years from the date of Bidder's submission of its response to this RFP**, continuously engaged in providing or directly overseeing provision of those Key Personnel services as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA.*

Page 78 Section III.I.5.a.:

a. Qualifications and Experience

*Each of the Key Personnel listed in this section must have a minimum of **two continuous years of experience within the most recent five (5) calendar years from the date of Bidder's submission of its response to this RFP** of experience providing or directly overseeing provision of the services identified for each position as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA. Proposals shall include a list of and resumes for Key Personnel associated with the RFP. Provide no more than two pages of information for each person. The following information shall be included:*

- (1) Relationship with Bidder, including job title and years of employment with Bidder*
- (2) Role that the person will play in connection with the RFP*
- (3) Business address, telephone, fax number, and e-mail*
- (4) Educational background*

(5) Relevant experience

(6) Relevant awards, certificates or other achievements

Q153. In section C.1.a.1, the RFP document lists that Bidder's Key Personnel must have been, for the last five years, continuously engaged in providing or directly overseeing a primary 911 Ambulance Services provider in an area comparable to Alameda County. In Exhibit A-1 - Section 111.1.5.a, the qualifications and experience of the Bidder's Key Personnel is listed as being a minimum of five years of experience. Can the County please clarify if the experience must be continuous and within last five years or cumulative within the personnel's career?

A153. The experience must be continuous as opposed to cumulative.

Please note the following modifications which were made via Addendum No. 2 to the RFP:

Page 16 Section I.C.1.a.(1):

a. Experience

*(1) Each of the Bidder's Key Personnel (defined in [Exhibit A-1 - Section III.I.5.](#)) must have been **for a minimum of two (2) of the most recent, for the last five (5) calendar years from the date of Bidder's submission of its response to this RFP**, continuously engaged in providing or directly overseeing provision of those Key Personnel services as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA.*

Page 78 Section III.I.5.a.:

a. Qualifications and Experience

*Each of the Key Personnel listed in this section must have a minimum of **two continuous years of experience within the most recent five (5) calendar years from the date of Bidder's submission of its response to this RFP** of experience providing or directly overseeing provision of the services identified for each position as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA. Proposals shall include a list of and resumes for Key Personnel associated with the RFP. Provide no more than two pages of information for each person. The following information shall be included:*

(1) Relationship with Bidder, including job title and years of employment with Bidder

(2) Role that the person will play in connection with the RFP

(3) Business address, telephone, fax number, and e-mail

(4) Educational background

(5) Relevant experience

(6) Relevant awards, certificates or other achievements

Q154. The two key executives who would be charged with oversight of the Alameda County 911 system have a combined experience of 27 years of experience managing major, high-performance 911 systems in both General Manager and CEO positions including Clark County (Las Vegas), Fulton and Forsyth Counties (Atlanta), Youngstown in Ohio, Buffalo, Rochester and Syracuse all in New York State, four of the five boroughs in New York City in conjunction with FDNY and New Haven in Connecticut. Will this collective experience meet the minimum requirements for key personnel in order for our company to bid?

A154. No. Each of the Bidder's Key Personnel must be identified by the Bidder in its response to this RFP and each must have the requisite experience - collective experience is not a permissible substitute. Key Personnel must be directly employed by the Bidder not later than the Contract Start Date. Each identified Key Personnel position must be filled by a separate individual, who is fully committed to and responsible for the functions of that position.

End of questions from 11/15/17

ProTransport-1 12/15/17

From: Carly Clements [<mailto:carly@protransport-1.com>]

Sent: Friday, December 15, 2017 11:46 AM

To: Acacio, Kristel, HCSA <Kristel.Acacio@acgov.org>

Subject: ProTransport-1 RFP Questions

Hi Kristel,

Thank you again for providing information at the bidder conference as well as through the FTP site. Our questions are below.

1. For positions considered Key Personnel in Exhibit A-1 – Section III.C., does every position need two years of experience continuous experience within the last five years? Is it acceptable to the County that the Bidder agree to hire the necessary personnel with the required qualifications before contract implementation?
2. The two key executives who would be charged with oversight of the Alameda County 911 system have a combined experience of 27 years of experience managing major, high performance 911 systems in both General Manager and CEO positions including Clark County (Las Vegas), Fulton and Forsyth Counties (Atlanta), Youngstown in Ohio, Buffalo, Rochester and Syracuse all in New York State, four of the five boroughs in New York City in conjunction with TDNY and New Haven in Connecticut. Will this collective experience meet the minimum requirements for key personnel in order for our company to bid?

Thank you for your time,

Carly Clements

Director of Marketing Communications

ProTransport-1

O: 707.665.4290 | M: 707.235.2391

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Start of questions from 12/15/17

Q155. For positions considered Key Personnel in Exhibit A- 1 – Section III.5., does every position need two years of experience continuous experience within the last five years? Is it acceptable to the County that the Bidder agree to hire the necessary personnel with the required qualifications before contract implementation?

A155. Each of the Bidder's Key Personnel must be identified by the Bidder in its response to this RFP and each must have the requisite experience. Key Personnel must be directly employed by the Bidder not later than the Contract Start Date.

Please note the following modifications which were made via Addendum No. 2 to the RFP:

Page 16 Section I.C.1.a.(1):

a. Experience

*(1) Each of the Bidder's Key Personnel (defined in [Exhibit A-1 - Section III.1.5.](#)) must have been **for a minimum of two (2) of the most recent, for the last five (5) calendar years from the date of Bidder's submission of its response to this RFP**, continuously engaged in providing or directly overseeing provision of those Key Personnel services as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA.*

Page 78 Section III.1.5.a.:

a. Qualifications and Experience

*Each of the Key Personnel listed in this section must have a minimum of **two continuous years of experience within the most recent five (5) calendar years from the date of Bidder's submission of its response to this RFP** of experience providing or directly overseeing provision of the services identified for each position as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA. Proposals shall include a list of and resumes for Key Personnel associated with the RFP. Provide no more than two pages of information for each person. The following information shall be included:*

- (1) Relationship with Bidder, including job title and years of employment with Bidder*
- (2) Role that the person will play in connection with the RFP*
- (3) Business address, telephone, fax number, and e-mail*
- (4) Educational background*

(5) Relevant experience

(6) Relevant awards, certificates or other achievements

Q156. The two key executives who would be charged with oversight of the Alameda County 911 system have a combined experience of 27 years of experience managing major, high-performance 911 systems in both General Manager and CEO positions including Clark County (Las Vegas), Fulton and Forsyth Counties (Atlanta), Youngstown in Ohio, Buffalo, Rochester and Syracuse all in New York State, four of the five boroughs in New York City in conjunction with FDNY and New Haven in Connecticut. Will this collective experience meet the minimum requirements for key personnel in order for our company to bid?

A156. No. Each of the Bidder's Key Personnel must be identified by the Bidder in its response to this RFP and each must have the requisite experience - collective experience is not a permissible substitute. Key Personnel must be directly employed by the Bidder not later than the Contract Start Date. Each identified Key Personnel position must be filled by a separate individual, who is fully committed to and responsible for the functions of that position.

End of questions from 12/15/17

HCSA RFP No. EMS-901017, BIDDERS CONFERENCE ATTENDEES
Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with
Transportation Authorization
December 6, 2017

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	Scott Clough	E-Mail: david.rocha@acgov.org
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American Medical Response 2400 Bisso Lane Concord, CA 94520	Michael Ragone	Phone:
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	Ignacio De La Fuente	
City of Alameda 2263 Santa Clara Avenue, Room 320 Alameda, CA 94501	Edmond Rodriguez	Phone: (510) 747-4700
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Falck Northern California 2190 S. McDowell Blvd Petaluma, CA 94954	Chris Le Baudour	Phone: (707) 766-2400
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HCSA RFP No. EMS-901017, BIDDERS CONFERENCE ATTENDEES
Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with
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December 7, 2017

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HCSA RFP No. EMS-901017, BIDDERS CONFERENCE ATTENDEES
Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with
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December 7, 2017

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