

Sonoma County Emergency Ambulance Service Contract Questions and County Responses

Questions		County Response
Answers to Proposer's Questions		
	Question:	Response:
1.	<p>RFP page 54-55, Section 7.3, Negotiation of Contract, states, <i>“Attempts by the selected proposer to introduce material additional issues outside its identified contract exceptions may, in the EMS Agency’s sole discretion, result in termination of negotiations and shall be considered bad faith negotiations, resulting in forfeiture of the pre-contract bond.”</i> Notwithstanding the County’s reservations in § 7.3 of the RFP, will there be an opportunity for the successful bidder to discuss and negotiate minor clarifications (non-material changes) to the terms of the Contract, e.g., adding some industry standard healthcare language, clarifying some clauses that are ambiguous, and clarifying some definitions?</p>	<p>Proposers have been advised in the RFP to note any exceptions to any aspect of the contract they may wish to take. If they submit a proposal and are making assumptions based on the draft contract terms that may appear ambiguous they should state that in their proposal.</p>
2.	<p>Draft Contract page 12, Section 1.4, D, 5, states, <i>“Although Contractor is not required to provide BLS interfacility , CCT or other specialty care transport services, should Contractor elect to provide such services, Contractor shall respond to all requests for such services within 15:00 minutes of the requested pick-up time. If no pick-up time is specified, the response standard shall be within 15:00 minutes of the time the request was received by Contractor.”</i> The lower the response time requirement, the greater the amount of resources that must be dedicated to meeting it must be. Typically any response time requirement related to services would only appear in a contract where those services were included in the exclusive operating area (“EOA”). This section suggests there will be a response time requirement in this contract even though the services quoted above are not part of the EOA. If that understanding is correct, then the franchise provider would have higher costs to meet response times without the increased revenue that come from exclusivity to cover those costs. Additionally, the franchise provider would have to compete at a disadvantage with other companies who did not have a similar requirement. Could the County please clarify whether it intends to regulate operations that are not included within the EOA?</p>	<p>The RFP draft contract is revised to remove any BLS interfacility transfer performance standard.</p>

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3.	<p>Draft Contract page 13, Section 1.4, D, 9, states, <i>“EMS Agency may alter performance standards during the term of this Agreement... EMS Agency shall notify Contractor at least sixty (60) days in advance of the effective date of the modification. Contractor shall negotiate in good faith to revise the terms of this Agreement if necessary to accommodate these changes.”</i> We commit to negotiate in good faith at all times. Could the County please confirm that there will be a process that ensures ongoing sustainability of the system to the extent any changes affect cost to provide service?</p>	<p>The EMS Agency will establish a process of negotiation should performance standards be changed.</p>
4.	<p>Draft Contract page 29, Section 7, C, states, <i>“[All factors of production employed by the Contractor in the performance of this Agreement shall be devoted exclusively to the work of this Agreement. These ‘factors of production’ include all equipment, supplies, facilities, locally assigned personnel, and all other production factors utilized by the Contractor in the performance of this work except where prohibited by law. Contractor may request an exception to this section and EMS Agency may issue written permission to use a factor of production for work other than described in this Agreement.”</i> Most Favored Customer seems to conflict with several other provisions in the Contract including, the provisions on non-EOA services. Please confirm that Most Favored Customer is not a general prohibition on the Provider serving other communities and only applies to situations that would materially impact the Provider’s ability to provide services to the County.</p>	<p>The “Most Favorite Customer” clause applies to only situations and resources that would materially impact the franchise’s performance.</p>