



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #19-918-037

DUE: 3:00 p.m. – February 1, 2019

Sealed Proposals must be clearly marked on
the outside of the package with:
“RFP #19-918-037 - DO NOT OPEN”

County Service Area #3 Advanced Life Support Ambulance Service

Addendum I

The following changes have been made to the subject RFP:

SECTION 1 - OVERVIEW

Sub-section B, Process and Information Considerations, Item 4 – Term of the Resulting Contract and Renewal Provisions (page 8) is hereby replaced in its entirety with the following:

4. Term of the Resulting Contract and Extension Provisions

The initial term of the resulting contract entered into by the County and the successful Proposer will be for a period of ten (10) years beginning from the date of execution, subject to the “Default/Breach, Termination, and Cancellation” and “Fiscal Considerations” provisions identified in Exhibit “A”, the Sample Agreement. The Sample Agreement includes the option for the Operations Contractor to request an extension of the contract for one (1) additional five (5) year period on the same terms and conditions as set forth in the contract. Approval of the request for the extension is in the sole discretion of the County and will only be considered if the Operations Contractor is in material compliance with terms and conditions of the contract.

Sub-section D – Performance Letter of Credit (page 9) is hereby replaced in its entirety with the following:

D. Performance Letter of Credit

The successful Proposer may be required to deposit with the County a cash deposit or an irrevocable letter of credit for a term of ten (10) years, subject to renewal or a new letter in the event the contract is extended, and in a form acceptable to the County. The County prefers an irrevocable letter of credit, which must be issued by a federally insured (FDIC) banking institution, acceptable to the County, with a debt rating of IA or higher by the FDIC; A or higher by Standard and Poor's; A or higher by Moody's investors; or have a comparable rating by another rating system acceptable to the County.

The amount of the letter of credit is subject to negotiation with the successful Proposer.

The irrevocable letter of credit, if required, may be used to assure the continued operation of the ambulance service, including, but not limited to, the conduct of a new procurement process, negotiation of a new contract and/or related administrative expenses, should the County be forced to incur expenses to protect the health, safety and welfare of CSA #3 residents and visitors due to the threat of default or termination of the contract because of default.

SECTION II – SCOPE OF SERVICES

First Paragraph (page 11) is hereby replaced in its entirety with the following:

The County is the exclusive ambulance provider in CSA #3 (except for the “Tahoe West Shore Area”) in the County of El Dorado. The County intends to provide this service, including dispatch, through a performance based fixed rate operations contract with the successful Proposer. The successful Proposer will be required to enter into a ten (10) year fixed rate contract with the County substantially similar in form to that attached hereto as Exhibit "A," marked "Sample Agreement." The Proposers need to submit a budget that can be sustained by the CSA #3 revenues in order to determine the fixed rate. Any reference in this Request for Proposal to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the agreement attached as Exhibit "A," the terms of the agreement shall govern.

Sub-Section B – Service Provisions, Item 4 – System Status Management (page 14) is hereby replaced in its entirety with the following language:

The Operations Contractor will be required to implement services under this Agreement as a part of the emergency medical response system within the designated Primary Response Area, and adhere to a System Status Management Plan developed by the Operations Contractor and reviewed by the County EMS Agency. The System Status Management Plan will be in place for the full term of the resulting agreement. Operations Contractor will be required to submit to the County EMS Agency for review and comment any proposed material or permanent changes to the System Status Management Plan at least fifteen (15) days in advance of implementation of any proposed changes. Additional conditions related to this requirement can be found in Article II of the Sample Agreement, attached as Exhibit “A”, in the section entitled “System Status Management”.

SAMPLE AGREEMENT CHANGES (EXHIBIT A)

ARTICLE II – GENERAL PROVISIONS

SECTION 2.2 - Term (page 25 of 110) is hereby replaced in its entirety with the following:

The initial Term of this Agreement shall be effective upon final execution by both parties hereto and shall expire Ten (10) years from the date thereof, unless terminated earlier pursuant to the provisions contained herein including Article(s) titled “Default/Breach, Termination, and Cancellation” or “Fiscal Considerations.” Operations Contractor may request an extension of this Agreement for one (1) additional period of five (5) years on the same terms and conditions as set forth herein. Any request by the Operations Contractor to extend the term of the Agreement shall be made in writing and must be received by the County at least one (1) year prior to the current termination of this Agreement. Approval of the request for the extension shall be in the sole discretion of the County and shall only be considered if the Operations Contractor is in material compliance with the terms and conditions of this Agreement.

SECTION 2.3 – Compensation For Services, Paragraph 2.3.1 (page 25 of 110) is hereby replaced in its entirety with the following:

2.3.1 Operations Contractor will be compensated in twelve (12) monthly payments of \$_____, for a total of \$_____ for the initial year of this Agreement. Thereafter, Operations Contractor shall be paid in equal monthly payments annually for the remaining duration of the ten (10) year term of this Agreement and any extension thereto. Effective the first anniversary of the contract, County will annually increase compensation by a percentage that is equal to the Medicare Ambulance Inflation Factor (AIF) released by the Centers for Medicare and Medicaid Studies and effective for each calendar year. In the event that the AIF is zero or a negative percentage in any given year, Operations Contractor compensation will not be changed during that year. County may supply Operations Contractor, on a quarterly basis, a report showing billing and collections on all transports.

SECTION 2.11 – Default, Breach, Termination and Cancellation, Paragraph 2.11.1 – Irrevocable Letter of Credit or Cash Payment (page 30 of 110) is hereby replaced in its entirety with the following:

2.11.1 Irrevocable Letter of Credit or Cash Payment: Operations Contractor will deposit with County a cash payment or an irrevocable letter of credit in a form acceptable to County for a term of ten (10) years, subject to renewal or a new letter in the event that the Agreement is extended. The County prefers an irrevocable letter of credit, which must be issued by a federally insured (FDIC) banking institution, acceptable to the County, with a debt rating of 1A or higher by the FDIC; A or higher by Standard and Poor's; A or higher by Moody's investors, or have a comparable rating by another rating system acceptable to the County.

The amount of the irrevocable letter of credit or cash payment shall be (\$ negotiable). Operations Contractor's failure to provide the required irrevocable letter of credit or cash deposit specified herein within thirty (30) days of the date of award of this Agreement will constitute a failure to execute and return the Agreement as required under the Request for Proposal and upon such failure, Operations Contractor's deposit will be forfeited to County.

The irrevocable letter of credit or cash payment shall be used to assure the continued operation of the ambulance service, including, but not limited to, the conduct of a procurement process, negotiation, or related administrative expenses, should County be forced to incur expenses to protect the health, safety and welfare of CSA #3 residents and visitors due to the threat of default or termination of the contract because of default.

Except as herein amended, all other parts and sections of RFP # 19-918-037 shall remain unchanged and in full force and effect.