

Deschutes County

REQUEST FOR PROPOSAL

For

Ambulance Service Area (ASA) Code and Plan Revision

Proposals must be received no later than 4:00 p.m. PST August 16, 2024

Deschutes County Health Services 2577 NE Courtney Drive Bend, Oregon 97701

An Equal Opportunity Employer

Deschutes County Health Services Department

Deschutes County encompasses 3,055 square miles located in the central portion of Oregon. In the last several years, Deschutes County has been the fastest growing county in the state. As the population in the county has grown, the Deschutes County government has grown as well. Currently, there are more than 900 people employed by the county operating in facilities throughout the county.

Deschutes County is governed by the Board of County Commissioners (BOCC). The BOCC consists of three (3) elected, at-large commissioners responsible for establishing policies and setting priorities for the county. The County Administrator oversees the daily functions and activities of many of the various county departments.

Deschutes County Health Services (DCHS) provides public health and behavioral health programs and services that benefit residents countywide. The department includes more than three hundred (300) employees located at eight (8) primary sites. The annual budget for DCHS is about \$50 million. Funding for the department is primarily from federal, state and local payments and grants.

Deschutes County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and no. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

Deschutes County is an Equal Opportunity Employer and reserves the right to negotiate with any and all individuals or firms that submit proposals as per the requirements of the Request for Proposal (RFP). Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

For more information, please visit www.deschutes.org

DESCHUTES COUNTY HEALTH SERVICES

REQUEST FOR PROPOSAL FOR

Ambulance Service Area (ASA) Code and Plan Revision

July 2, 2024

Deschutes County Public Health (DCPH), a service area within Deschutes County Health Services, as part of Deschutes County, a political subdivision of the State of Oregon, is releasing this competitive RFP to select a contractor for the provision of an Ambulance Service Area (ASA) Code and Plan Revision.

Service activities should include (but is not limited to):

- Conducting a comprehensive review of the current ASA Plan and associated county code
- · Identifying gaps, inconsistencies, and areas for improvement
- Engaging with the local ASA Committee and Deschutes County Legal to gather feedback and suggestions
- Drafting a revised ASA County Code and Plan
- Presenting the draft documents to county officials for feedback and making necessary revisions

Deschutes County's decision in selecting a successful proposal shall be based on:

- Experience with similar projects
- Understanding of the project scope and objectives
- Approach and methodology
- Qualifications and expertise of the project team
- Cost and budget
- References and past performance

NOTE: All proposals submitted in response to this RFP shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws.

Candidate shall submit the proposal electronically via e-mail with the subject titled "ASA Code & Plan Revision", and sent to:

Tom Kuhn, ASA Administrator Thomas.kuhn@deschutes.org

Proposals must be received no later than 4:00 p.m., on August 16, 2024 to be eligible for consideration. Any proposals received after 4:00 will not be opened and deleted. All costs associated with preparing and submitting a proposal is solely the responsibility of the proposer. This RFP does not obligate Deschutes County to select any single proposer and Deschutes County reserves the right to cancel the procurement, reject any and all proposals, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected.

Questions concerning the proposal and/or the proposal process shall be directed to Tom Kuhn via email to thomas.kuhn@deschutes.org. All questions must be submitted no later than July 29, 2024 directly to Tom Kuhn at the email address listed above. Questions and answers will be published to the Deschutes County Health Services RFP webpage no later than end of day, August 9, 2024.

1. INTRODUCTION

The current Deschutes County ASA Code 8.30 and its accompanying Appendix A, ASA Plan 8.30.100 has only received minor updates and revisions since its creation in this format in 1997. Due to changes in Emergency Medical Services (EMS) service delivery, Oregon Administrative Rules (OARs), Oregon Revised Statutes (ORSs), regulations, and industry best practices, the need to completely revise these documents is greatly needed. There are currently seven (7) ASA EMS providers holding franchises in Deschutes County which serve all of the county plus some sections of neighboring counties.

The purpose of this RFP is to execute a contract with one agency/organization who qualifies to provide these services.

Contingent upon approval by the Deschutes County Board of Commissioners and/or the designated procurement official, DCHS intends to award a contract to the Proponent whose proposal is determined to be the most responsive to the requirements of this Request for Proposal (RFP). Awards are also contingent on DCHS' availability of funds. The term of the resulting contract(s) is estimated to begin on or about October 1, 2024 and terminate December 31, 2024, with the option for the County to extend or renew the Contract in increments for an additional one (1) to twelve (12) months. DCHS retains sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance and continued funding.

Proponent(s) will be expected to furnish current insurance certificates as outlined in Attachment 2 of this RFP and provide a copy of applicable certifications. In some circumstances an insurance waiver may apply, subject to applicable funding and Deschutes County Health Services approval.

2. SCOPE OF SERVICES

The successful contractor shall provide a thorough and complete revision of Deschutes County ASA Code 8.30 and its accompanying Appendix A, ASA Plan 8.30.100. Contractors must be capable of meeting or exceed the following service level specifications: The selected contractor will be responsible for the following:

- A. Conducting a comprehensive review of the current ASA Plan and associated county code
- B. Identifying gaps, inconsistencies, and areas for improvement
- C. Engaging with the local ASA Committee and Deschutes County Legal to gather feedback and suggestions
- D. Drafting a revised ASA County Code and Plan
- E. Presenting the draft documents to county officials for feedback and making necessary revisions

Proponent will be required to agree to the County's standard Services Agreement, which includes the County's confidentiality agreement. The Proponent will be required to agree to and ensure compliance from its employees of all federal, state, and local laws and policies relating to confidentiality and Protected Health Information. County's confidentiality agreement and/or standard services contract template is available upon request.

3. PERIOD OF SERVICE

A contract is expected to be awarded for the period October 1, 2024 and terminate December 31, 2024, with the option for the County to extend or renew the Contract in increments for an additional one (1) to twelve (12) months up to a total of one (1) year. Should a new contract be awarded for subsequent years, DCHS reserves the right to award a new contract with the selected contractor for this service without the need for further competitive procurement, subject to approval by Deschutes County Board of Commissioners and/or the designated procurement official, DCHS, the availability of sufficient funds and satisfactory performance by the contractor.

4. PAYMENT PROVISIONS AND RATES

Consideration shall be given to the proponent who provides services for the best value to Deschutes County, including but may not be limited to: service, experience, capacity, availability, staff, and facilities.

5. INSTRUCTIONS AND CONDITIONS

Proposals must be signed by the Proponent or an authorized representative. Proponents shall include a copy of a Board Resolution authorizing a representative of its organization to sign the proposal and/or subsequent contract. This RFP

does not commit DCHS to award a contract or to pay any associated cost. The proposal preparation cost is solely the responsibility of the Proponent.

All Proposals submitted in response to this RFP shall become the property of the County and may be utilized in any manner and for any purpose by the County. Be advised that Proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws.

Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. By submitting a proposal, the Proponent agrees to meet all the requirements set forth in the RFP, unless specific exceptions are noted in Attachment 1 (Agency Summary). DCHS reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval of DCHS. DCHS reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a Proponent from full compliance if awarded a contract. Reasons for rejecting any proposal will be supplied to the Proponent. DCHS, in its sole discretion, reserves the right to modify or cancel this RFP in whole or in part. If modification or cancellation is determined to be in DCHS' best interest, all Proponents will be notified in writing of the specific reasons for such modification or cancellation.

DCHS reserves the right to seek additional proposals beyond the final submission date, if, in DCHS' sole discretion, the proposals received do not meet with the approval of DCHS.

Proposals must be valid for a minimum of one hundred twenty (120) days from the due date of this RFP.

6. TENTATIVE SCHEDULE OF EVENTS

Proponents must follow the instructions and conditions detailed in this RFP. Proposals that do not conform may be excluded from further review.

RFP is released.
Questions must be submitted
Questions and responses are posted
Proposals are due

Proposals are due. August 16, 2024
Proposals are evaluated August 19, 2024 – Se

Proposals are evaluated August 19, 2024 – September 13, 2024
Notice of intent to award September 20, 2024 (approximately)

Estimated date for project commencement.
 October 1, 2024

DCHS anticipates that it will announce the results of this RFP process on or around September 20, 2024. DCHS and the selected Proponent(s) will then negotiate terms and sign a legally-binding contract prior to commencement of Services. Proposals must be submitted as described above no later than 4:00 p.m. on August 16, 2024 ("Due Date"). Proposals received after that time will be considered late and will be returned unopened.

Proposals will be opened in a manner that avoids disclosure of contents to competing proposers. Immediately following the receipt date, a list of the submitting proposers will be available by request. A register of all proposals received will be prepared and available for public inspection after a contract is awarded.

7. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written or faxed request received from the Proponent(s) prior to the Due Date. Negligence on the part of the Proponent in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as DCHS specifically cancels the procurement, rejects the proposal, or awards a contract(s).

8. ACCEPTANCE OR REJECTION PROPOSALS

In awarding a contract, DCHS will accept and consider the proposal(s) which, in the estimation of DCHS, will best serve the interests of Deschutes County and Central Oregon. DCHS reserves the right to award one (1) or more contracts to the Proponent or Proponents whose proposal is most advantageous to Deschutes County based upon the evaluation process and evaluation criteria contained within this RFP. DCHS reserves the right to accept or reject any or all proposals. Any proposal which DCHS judges to be incomplete or nonconforming may be rejected. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

9. SELECTION PROCESS

The Selected Proponent(s) must be able to demonstrate:

- Successful experience in implementing services similar to those requested in this RFP;
- 2. Capacity and availability to provide services;
- 3. Meet all insurance requirements;
- 4. Licensing (if applicable);
- 5. References;

All proposals will initially be screened by Deschutes County ASA Committee. All proposals submitted by the RFP due date will be subject to a standard review process. An initial review of each proposal will be conducted by the ASA Committee to determine if it is complete, in the required format, and in compliance with all requirements of this RFP. Failure to meet all of these requirements may result in a rejected proposal.

Each proposal that passes the initial review will be evaluated and scored by a review panel. The process may include a panel interview with Proponents. The review panel will evaluate and score each proposal on the basis of a 100-point scale, using the assigned weights listed below. Proponents will be evaluated on the components that they propose to reach, with consideration for assuring that all components of the RFP are met between the awarded contracts.

Evaluation Criteria	Point Value
Scope of work best serves the Deschutes County ASA	50
Ability for entity to support a successful work scope	30
Budget	20
Total	100 Points

Narrative responses regarding the scope of services and the ability to provide the services, any required attachments and the completed budget forms will be reviewed to determine compliance with the requested information and the feasibility and reasonableness of proposed program design, cost, and expected outcomes. Each evaluation criterion is described in full in Section 12 Submission Package.

10. PROTEST OF AWARD

After DCHS approves and selects the Proponent, DCHS will notify each Proponent of who DCHS intends to award a contract. If no written protest is filed by 4:00 p.m. on the seventh (7) day following announcement of the decision, the award will be deemed final. DCHS will not entertain protests submitted after this time period. The written protest must specify the grounds and legal authority upon which the protest is based. If a timely protest is filed, the decision of DCHS will be considered final only upon issuance of a written notice deciding the merit of the protest. The award and any written decision regarding the protest will be sent to each proposer. Protests should be submitted to:

Janice Garceau, Director Deschutes County Health Services 2577 NE Courtney Drive Bend, OR 97701

The protest shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. A written response will be sent to the protester within ten (10) working days after receipt of the written protest.

11. AWARD AND COMMENCEMENT OF WORK

Recommendation for award is contingent upon successful negotiation of the contract and resolution by DCHS of any protests. The successful Proponent will be required to enter into the County's standard services agreement, a template is available upon request.

The final authority to award a contract rests solely with DCHS. The successful Proponent shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved and executed by DCHS. The successful Proponent must agree to all terms, insurance coverage provisions, and conditions of the contract with Deschutes County.

If only one (1) proposal is received and it is deemed that such proposal meets requirements for funding, Deschutes County reserves the option to award that Proponent a contract.

If revisions or additional information to this RFP become necessary, DCHS will post the addenda or supplements on the Deschutes County Health Services website.

The successful Proponent shall submit a W-9 with a valid and active tax identification number. The selected Proponent will be required to furnish the insurance requirements referenced in Attachment 2 of this RFP, prior to execution of the contract:

Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply with contract requirements once a contract has been awarded will constitute a material breach of the contract and may result in the suspension or termination of the affected contract and debarment from future Deschutes County contracting opportunities for a period not to exceed three (3) years. Other penalties may also apply.

As applicable, the selected Proponent shall also submit to DCHS prior to contract award the following documents:

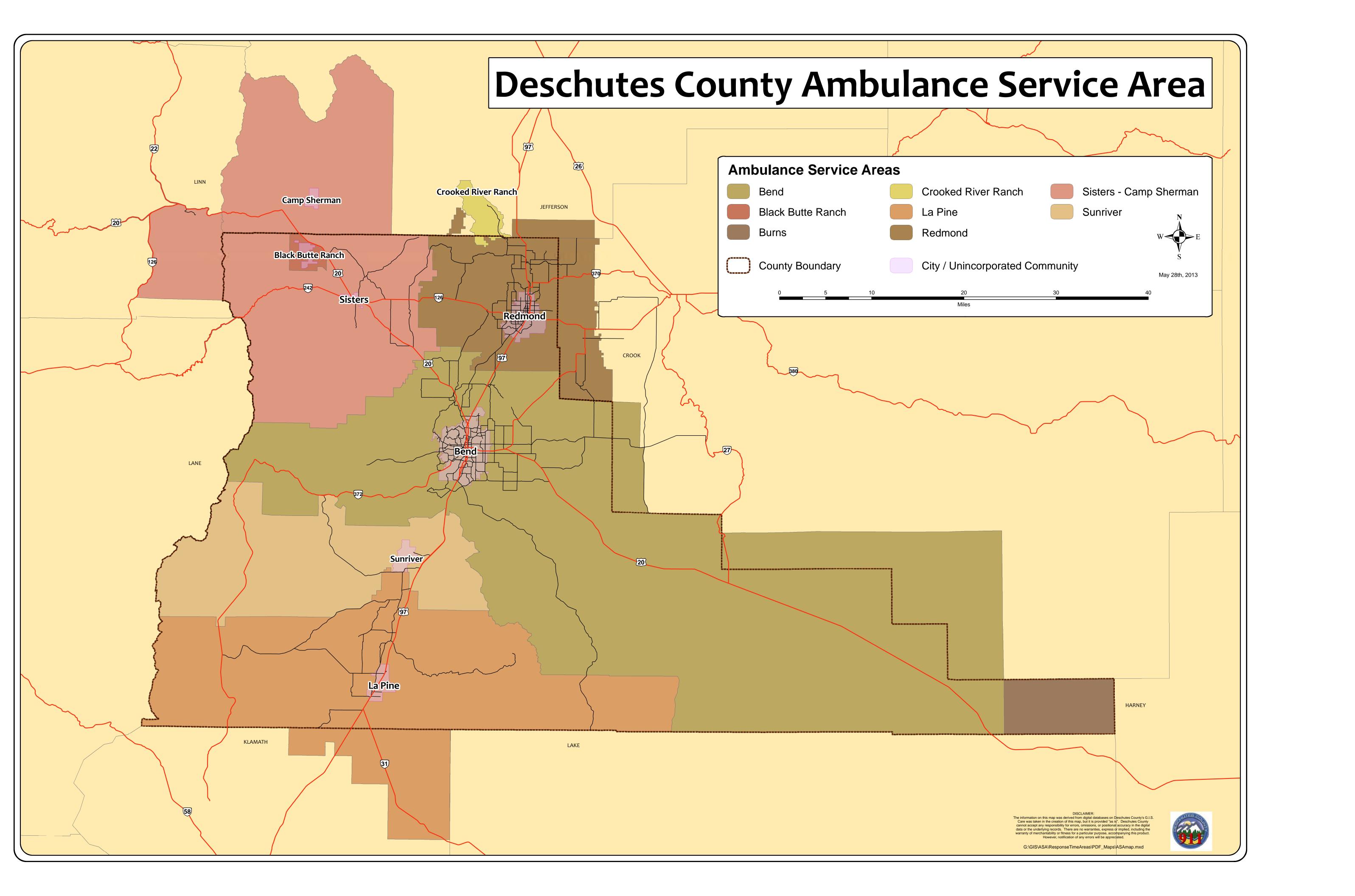
- · Articles of Incorporation or business license;
- Applicable Certifications and/or licenses;

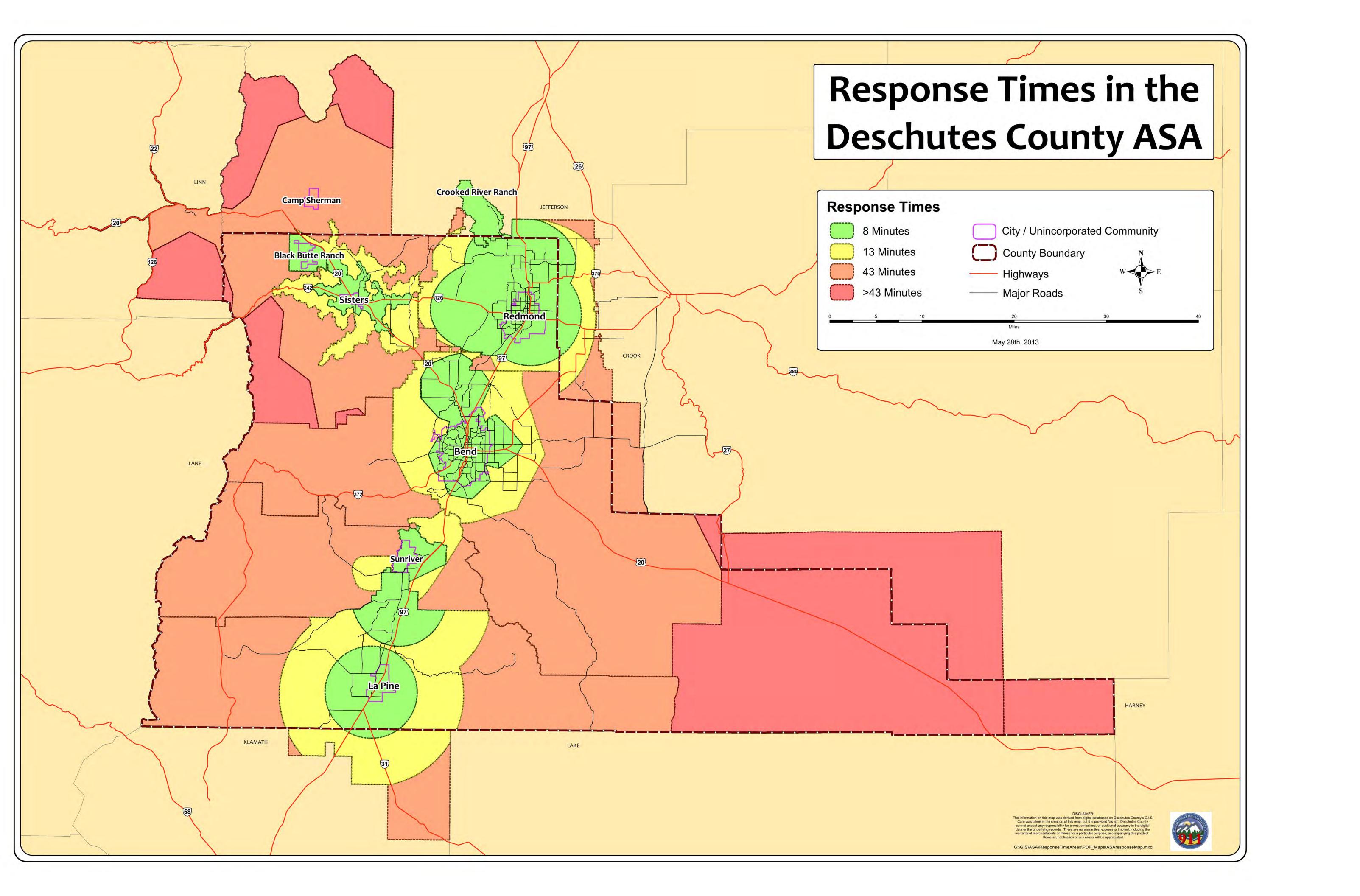
12. SUBMISSION PACKAGE

Applications submitted in response to this RFP must include the items and be in the order as listed below. All of the items combined comprise your completed Application pursuant to this RFP.

- 1. Signed Proposal Response Form- Attachment 1 (To be submitted as soon as proposer decides they will participate in this RFP. This form shall be submitted prior to full submission package. See form for required submission date).
- 2. Signed Acknowledgment of Insurance Requirements. Attachment 2
- 3. Executive Summary: Please complete as directed. Attachment 3
- 4. Proposed Scope of Work. Attachment 4
- 5. Proposer's ability to support the work. Attachment 5
- 6. Budget. Attachment 6

It is the responsibility of the Proponent to ensure the proposal is received by the time and date and to the location as specified. Postmarks will not be accepted in lieu of this requirement. Therefore, use of the U.S. Mail is at the bidder's own risk. Proposals submitted to any other office will not be accepted.





Attachment 1

DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

REQUEST FOR PROPOSAL FOR

Ambulance Service Area (ASA) Code and Plan Revision

Proposal Response Form

Submit by e-mail to: Thomas.kuhn@deschutes.org

A signature on this form acknowledges that the proposer is hereby submitting a proposal in response to Deschutes County's RFP for **Ambulance Service Area (ASA) Code and Plan Revision**. Submit this form <u>prior</u> to submitting the submission package which is due <u>August 16, 2024</u>.

Authorized Signature:	
Contact Name:	
Title:	
Phone:	
Email:	
Company Name:	
Company Address:	

Attachment 2 - ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of the contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance Per Occurrence limit	e with an occurrence combined single limit of not less than: Annual Aggregate limit
☑ \$1,000,000 □ \$2,000,000 □ \$3,000,000	☑ \$2,000,000 □ \$3,000,000 □ \$5,000,000
services provided under this C as "tail coverage" for claims m	e covers damages caused by error, omission, or negligent acts related to professional contract. The policy must provide extended reporting period coverage, sometimes referred to ade within two years after the contract work is completed or the facts underlying County's been discovered, whichever is later.
*	
☑ Required by OHA	☐ Not required by County (one box must be checked)
Per Occurrence ☐ \$500,000 ✓ \$1,000,000 ☐ \$2,000,000 Automobile Liability insurance Commercial Automobile Liabil certificates) driven by or on be Automobile Liability is required plumbers, electricians or cons	with a combined single limit of not less than: coverage for bodily injury and property damage resulting from operation of a motor vehicle. ity Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance shalf of Contractor during the course of providing services under this Contract. Commercial d for contractors that own business vehicles registered to the business. Examples include: truction contractors. An Example of an acceptable personal automobile policy is a lietor that does not own vehicles registered to the business.
☑ Required by County	☐ Contingent upon travel reimbursement (one box must be checked)

Commercial General Liability insurance	with a combined single limit of not less than:		
Per Single Claimant and Incident	All Claimants Arising from Single Incident		
	✓ \$2,000,000		
□ \$2,000,000	□ \$3,000,000		
□ \$3,000,000	\$5,000,000		
damage, premises, operations, product provided for herein must be endorsed a officers, employees or agents. Each su	e includes coverage for personal injury, bodily injury, advertising injury, property ts, completed operations and contractual liability. The insurance coverages as primary and non-contributory to any insurance or self-insurance of County, its ich policy obtained by Contractor shall provide that the insurer shall defend any suit litional insureds, their officers, agents, or employees, even if such suit is frivolous		
additional insured. The additional insuragregate insurance limit. The Contract against policy limits to ensure that minimodulate aggregate limits protection shall extend equal protection liability only or any similar limitation. To	Deschutes County, its officers, agents, employees and volunteers as an ured endorsement shall not include declarations that reduce any per occurrence or stor shall provide additional coverage based on any outstanding claim(s) made mum insurance limits required by the County are maintained. Construction that apply on a "per location" or "per project" basis. The additional insurance in to County as to Contractor or subcontractors and shall not be limited to vicarious of the extent any aspect of this Paragraph shall be deemed unenforceable, then the laty shall be narrowed to the maximum amount of protection allowed by law.		
⊠ Required by County □ N	lot required by County (One box must be checked)		
Claims Made Policy Approved by C	County Not Approved by County		
separation of insured's condition must be Contractor's coverage will be primary in the Certificate of Insurance Required. Con Contract. Contractor shall notify the Cour change, or reduction of limits of the insura self-insured retention level. Contractor shall complete copies of insurance policies shall	hall pay all deductibles and self-insured retentions. A cross-liability clause or included in all commercial general liability policies required by this Contract, he event of loss. Itractor shall furnish a current Certificate of Insurance to the County with the signed by in writing at least 30 days in advance of any cancellation, termination, material ance coverage. The Certificate shall also state the deductible or, if applicable, the hall be responsible for any deductible or self-insured retention. If requested, all be provided to the County. Any violation by Contractor of this Certificate of of County, constitute a material breach of the Contract.		
This is a signature of acknowledgem prior to contract execution.	nent that the Proponent shall meet all insurance requirements outlined above		
Signature:	Date:		
Printed Name and Title:			

Attachment 3 - EXECUTIVE SUMMARY (if consortium, please fill one out for each business entity). 1. Proposers Legal Name Firm Name Address Telephone Chief Executive Contact Name of Chief Executive Title Telephone E-mail Address 4. Primary Application Contact Name of Primary Contact Title Telephone E-mail Address 5. Legal Status Information Federal Employer Tax Identification or Social Security Number Oregon Tax I.D. Number An unsigned proposal will be rejected I certify that the information provided in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by proposer's governing body or other authority to file this proposal. This proposal is submitted as firm and fixed offer valid for one hundred twenty (120) days of the submission date. Signature:_____ Date: Printed Name and Title:

Attachment 4 - Proposed Scope of Work and Timeline (50 points)

Prepare a Scope of work that clearly describes each of the activities/services you seek to provide and how it fulfills the intent of this RFP. Some items to consider: Experience, knowledge, project schedule references, and how (what method, etc.) the work will be completed.

Attachment 4- Scope of Work Page 12

Attachment 5 - Proponent's ability to support the work (30 points)

Please describe in one page or less your ability to successfully support this proposal. (This may include organizational experience doing similar work, 2-3 references including contact information, infrastructure and/or workforce to leverage etc.)

Attachment 6 - Budget (20 points)

Budget Item/Materials	Cost	Description if needed to support	
		alignment with the associated	
		activity.	
Total			

Attachment 5- Budget Page 13