

## **Brooks County Board of Commissioners**

## March 1, 2024

## **Request for Proposals For**

### **Emergency Medical Services Provider**

## for Brooks County, Georgia

# **Closing Date/Time:**

## March 29, 2024 at 4:00 PM

The Brooks County Board of Commissioners reserves the right to reject any and all bids, to accept in whole or in part such bids as may be deemed in the best interest of Brooks County.

#### REQUEST FOR PROPSALS FOR EMERGENCY MEDICAL SERVICES

The Brooks County Board of Commissioners ("County") is seeking proposals from well-qualified organizations ("Proposers") to provide emergency medical services ("EMS") for Brooks County, Georgia.

While every effort has been made to ensure the accuracy and completeness of information in the Request for Proposals ("RFP"), we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the Proposer to include within their proposal all pertinent information in accordance with the objectives of the County.

#### 1. GENERAL COUNTY INFORMATION

Brooks County is a small rural county in southwest Georgia with a 2020 Census population of 16,301 (ranking 104<sup>th</sup> in the state of Georgia). The county's size is 493.2 square miles giving it a population density of 33.1 people per square mile. The cities in Brooks County include Quitman, Morven, Dixie, and Pavo, with Quitman serving as the County Seat. The 2020 Census, shows that 21.1% of the County's population is under 18, 21.0% of the population is 65 or older, and 25.5% are at or below the poverty level.

Brooks County is working towards EMS licensure and acquiring its zone. All Proposers must have the credentials required by applicable laws and regulations to provide EMS services in Brooks County and assist Brooks County with acquiring its license and zone.

The Brooks County 911 Center is the public safety answering point for Brooks County and provides dispatch services to all emergency service agencies within Brooks County.

The Brooks County Board of Commissioners reserves the right to reject any and all bids, to accept in whole or in part such bids as may be deemed in the best interest of Brooks County.

#### 2. GENERAL RFP INFORMATION

2.1 Schedule of Events

Release of RFP	March 1, 2024			
Deadline for Written Questions	March 15, 2024 at 4:00 PM			
Reponses to Questions Due	March 22, 2024			
Proposals are Due	March 29, 2024 at 4:00 PM			
Opening and Reading of Proposals	April 1, 2024			
Contract Award	TBD			
Note: All dates are subject to change at the discretion of the County				

#### 2.2 Communications

<u>All communications</u> related to this RFP must be communicated by email to directly to the Procurement Director, Kim Daniels, and the subject line must contain the phrase

"Ambulance RFP". Telephone inquiries will not be accepted. The email address is: kdaniels@brookscountyga.gov. In addition to the requirements above, all emails must include the company name, primary contact name, company address, telephone number, and acknowledge the RFP response due date. The final date for questions and/or communications regarding the RFP is March 15, 2024 at 4:00 PM.

<u>Proposers shall not contact the County Administrator or any County Commissioner</u> <u>directly in relation to this RFP. It is important that the Commission and its staff preserve</u> <u>the impartiality of the RFP process. Please direct all correspondences to the</u> <u>Procurement Director, Kim Daniels, via email to kdaniels@brookscountyga.gov.</u>

2.3 Ambiguous Specification

It is the responsibility of the prospective Contractor to review the entire RFP packet and to notify the Procurement Director, by email, if any specification(s) is/are ambiguous. Any such protest or question regarding the specifications or proposal procedures must be received by 4:00 PM on March 15, 2024.

#### 2.4 Contract Terms

The contents of the proposal of the successful Contractor will become contractual obligations. Failure to accept these obligations in a contractual agreement may result in cancellation of the award. The RFP and proposals shall be attached as part of the contract ("Contract") between the County and the selected Contractor. The County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

#### 2.5 Incorporation

All specifications, drawings, technical information, the RFP, the proposal, award and similar items referred to or attached or which are the basis for the contract are deemed incorporated by reference as if set out fully in this RFP.

#### 2.6 Right to Inspect

The County reserves the right to inspect the manner and means in which the services would be performed.

#### 2.7 Use Own Expertise and Judgment

Contractor is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance required under the contract. By "methods", the County means compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise each Contractor's own strategies and tactics for performing the services.

#### 2.8 Cost Incurred in Responding

County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the Contractor.

#### 2.9 Public Record

It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County when received by the County and may be considered public information. under applicable law.

3.0 Award Criteria

County may reject any bid for any reason in its sole discretion. This is not an invitation to bid where the lowest bidder will be selected. Many factors will be considered by the County to select the Proposer that promotes the best interest of Brooks County.

#### 3. EMS DEMOGRAPHICS AND HISTORICAL INFORMATION

The County specifically makes no representations or warranties regarding the number of requests for service, ambulance transports, quantities or length of long-distance transports, or frequency of special events coverage that may be associated with this Proposal. Any and all historical data related to past volumes of EMS response activity within Brooks County are provided to illustrate the historical level of activity only, and not to guarantee future business volume.

#### 3.1 **EMS Requests and Transport Volume**

#### Calendar Avg. Requests/Month Avg. Transports/Month

2020	3030	2060
2021	2872	2006
2022	3000	2200
2023	2899	2058

#### 3.2 EMS Payer Mix

Calendar Year	Medicare	Medicaid	Insurance	All Others (WC, Auto, Patient)
2020	65%	13%	4%	18%
2021	60%	15%	3%	22%
2022	57%	14%	4%	25%
2023	55%	14%	8%	23%

#### **3.3 Top Transport Destinations**

- Valdosta, GA South Georgia Medical Center (54%).
- Thomasville, GA Archbold Medical (28%)
- Quitman, GA Brooks Hospital (17%)

- Valdosta, GA Smith Hospital (1%)
- 3.4 **EMS Staffing:** Contractor shall provide adequate staffing to deliver the services under this RFP and subsequent Contract to the satisfaction of Brooks County. A paramedic shall be present for each call.

#### 3.5 VEHICLES AND EQUIPMENT

3.5.1 Vehicles: Contractor shall provide a minimum of three (3) emergency vehicles and one (1) transport at all times during the contract term and shall have a substitute vehicle or transport when any vehicle or transport is out of service.

3.5.2 Radios Contractor shall provide all radios necessary for satisfactory performance under the Contract.

3.5.3 Equipment: County does not own any equipment for Contractor's use. Contractor shall provide all necessary equipment to adequately and lawfully perform its obligations under the Contract and keep it in good and serviceable condition.

#### 4. SCOPE OF WORK

Through this procurement, the County intends to hire a single contractor ("Contractor") to provide the services specified within this RFP. Should a Proposer intend to utilize one or more subcontractors to provide any of the Contractor's primary responsibilities, including, but not limited to, ambulance response, medical transportation, staffing, training, communications, accounts receivable management, collection activity, fleet or equipment maintenance, or any similar services, the Proposer must include detailed information about the subcontractor and its relationship to the Proposer to allow the County to evaluate the quality and effectiveness of the subcontractor's proposed role. The County will look only to the primary, general contractor to deliver contracted performance.

4.1 The Contractor will provide all emergency ground ambulance service for the entire population of Brooks County. The County will permit the Contractor to compete in the nonemergency ambulance market using resources that are also used to provide emergency service so long as it does not interfere with the efficient and economical delivery of emergency ambulance service within the County.

4.1.1 The County will provide an ambulance station and the Contractor will be responsible for the utilities.

4.1.2 The County will lease its ambulances, communications equipment, and other equipment to the successful Contractor for its use in meeting the terms and conditions of this RFP.

4.2 Contract Length. The County plans to award a five-year contract with a performance review at the end of year two. Note that all annual appropriations are subject to the approval of the Brooks County Board of Commissioners.

4.3 The Contractor will provide not less than two ALS staffed ambulances, 24 hours a day, 7 days a week.

4.3.1 All ambulances must be staffed, equipped, and maintained in accordance with the EMS Rules and Regulations of the Georgia Department of Public Health 511-9-2 ("Georgia EMS Rules").

4.3.2 One of the ambulances <u>must</u> always be staffed with at least one paramedic.

4.3.3 The other ALS ambulance may be staffed up to 84 hours per week at less than paramedic staffing, however at least one Advanced EMT is minimally required for this ambulance.

4.4 The Contractor must provide at least two licensed reserve ambulances that can be placed into service, when required, within 15 minutes.

4.5 The Contractor, at its own expense, may choose to staff additional ambulances to service non-911, non-emergency ambulance services in Brooks County related this Proposal. In this event the Contractors is free to determine the appropriate staffing levels.

4.6 The Contractor will provide a local Operations Manager who responsible for the dayto-day activities of the Contractor and serve as the Contractor's local liaison.

4.7 The Contractor will provide standby services at no additional charge within Brooks County to the Brooks County Sheriff's Office, local police departments, County and city fire departments, Brooks County Emergency Management Agency, and all school systems within Brooks County.

4.8 The Contractor will assist the County in acquiring maintaining its Ambulance Service License, up to an including obtaining all required signatures and submitting the completed application. The County will bear the cost of any such renewal.

4.9 The Brooks County E911 Center ("E911") will provide dispatch services for all 911 ambulance calls originating from or related to Brooks County.

4.9.1 The Contractor <u>must</u> respond to all calls dispatched by E911, including any mutual aid calls received by E911.

4.9.2 If not using the County's equipment, the Contractor will provide adequate communications equipment that is compatible with E911.

4.9.3 The Contractor will provide portable radios for each on-duty crew member.

4.9.4 If there is ever a disagreement about response times, the County will rely on the data collected, reported, and maintained by E911.

4.10 If County hires any County EMS employees, the Contractor will provide EMS continuing education to its Brooks County office employees that meets or exceeds the minimum continuing education required by the Georgia EMS Rules. Such continuing education may be achieved through a variety of delivery methods including but not limited to in-person, virtual, and conferences.

4.11 The Contractor will provide, reports detailing its performance for the preceding month by the fifteenth day of each calendar month, for each of the performance requirements stipulated herein.

4.11.1 Contract Performance Report that includes, but is not limited to:

- Total number of 911 responses by month and year,
- Total number of canceled 911 responses by month and year,
- Total number of 911 transports by month and year,
- Top five 911 transport destinations for the month,
- Top five 911 transport destinations for the year,
- Total number of non-911 responses by month and year,
- Total number of non-911 cancellations by month and year,
- Total number of non-911 transports by month and year,
- Total number of standby events by month and year,
- Total number of mutual aid responses provided by month and year, and
- Total number of mutual aid responses received by month and year.

- 4.11.2 Customer Service Report that includes, but is not limited to:
- Number of complaints received by month and year,
  - Each complaint shall be issued a reference number and summary information regarding the complaint and its resolution shall be provided.
  - Within 10 business days of a request by the County, the Contractor must provide detailed information about the complaint.
- Number of community events participated in by month and year, and
- Number of community education events provided by month and year.

4.11.3 Financial Report that includes, but is not limited to:

- Gross 911 charges billed by month and year,
- Gross non-911 charges billed by month and year,
- Net 911 charges billed by month and year,
- Net non-911 charges billed by month and year,
- Average cash collected per transport by month and year,
- Payor mix by month and year, and
- Number and amount of any bad debt write-offs by month and year.

4.11.4 Staffing Report that includes, but is not limited to:

- Number of active full-time and part-time employees by license type,
- Number of terminations, either voluntary or involuntary, by month and year,
- Number of vacant positions by license type, and
- Summary of continuing education provided.

4.11.5 Vehicle Report that includes, but is not limited to:

- Year, make, model, and mileage on last day of the month, Report of all vehicles taken out of service for any reason other than routine maintenance,
- Report of all vehicles added and/or removed from the Contractor's fleet, and
- A summary report of all motor vehicle crashes involving any vehicle used to satisfy the terms of this Proposal and subsequent Contract.

4.11.6 Clinical Performance Report that includes, but is not limited to:

- GEMSIS Upload Compliance Report by month and year,
  - o Numerator: number of reports successfully uploaded.
  - Denominator: total dispatches.
- GEMSIS Agency Report Score by month and year,

- Any Clinical Performance Report agreed to by the County and the Contractor during contract negotiations, and
- Any performance report required by the State Office of EMS and Trauma for Zone Providers.

4.12 The Contractor shall be responsible to provide all supplies, emergency medications, and equipment necessary and/or required to provide basic and advanced life support ambulance services consistent with the Georgia EMS Rules.

4.13 The Contractor shall work with the Brooks County Fire Department to support its First Responder program to include but not limited to training, protocol development, and swapping out disposable medical supplies used by first responders.

4.14 The Contractor must use a patient care documentation system that is full compliance with the data reporting requirement of the Office of EMS and Trauma.

4.14.1 A Patient Care Report shall be made for each unit response (dispatched), including but not limited to:

- Cancelled prior to getting en route,
- Cancelled en route,
- Cancelled en route diverted to another call,
- Failure to reach a scene such as a mechanical failure or road obstruction,
- Cancelled on scene,
- No patient found on scene,
- Patient refused,
- Cancelled patient dead prior to arrival,
- Standby where the unit is dedicated and cannot respond to another call,
- Mutual aid,
- Transport to an air ambulance drop-off location, Any patient. transport, regardless of the purpose of the transport,
- Any time ALS or BLS care is provided, and
- Any time as required by the Medical Director.

#### 4.15 Insurance Requirements

The Contractor must maintain insurance coverages as stated below or as required by the State of Georgia, whichever is greater.

- 4.15.1 All policies must be written a company licensed to write insurance in the State of Georgia and acceptable to Brooks County.
- 4.15.2 All policies must list Brooks County as an Additional Insured and include a Waiver of Subrogation.
- 4.15.3 All insurance policies must provide Brooks County with 30-day notice of a cancellation.

#### 4.15.4 Worker's Compensation – Statutory.

- Bodily injury by accident each accident: \$500,000.
- Bodily injury by disease total limit: \$500,000.
- Bodily injury by disease each employee: \$500,000.

4.15.5 Commercial General Liability Insurance.

- Bodily Injury and Property Damage Liability.
  - Each occurrence: \$2,000,000.
  - General aggregate: \$3,000,000.
- Products Completed Operations.
  - Aggregate limit: \$3,000,000.
- Personal and Advertising Injury Limit: \$2,000,000.

4.15.6 Business Automobile Liability.

- Bodily injury and property damage: \$2,000,000.
- Liability, including operation of owned, non-owned and hired automobiles.
- 4.15.7 Umbrella Excess Liability: \$5,000,000.
- 4.15.8 Professional Medical Malpractice for all employees.
  - Each occurrence \$2,000,000. General aggregate: \$3,000,000.

4.16 Billing

4.16.1 The Contractor must accept assignment for Medicare, Medicaid, Workers' Compensation, and any commercial insurance for which it is contracted.

4.16.2 The Contractor must not require payment at time of service for any 911 ambulance services provided relative to this Proposal. The Contractor may require

payment at the time of services for non-911, non-emergency transportations services in accordance with its existing policies and procedures.

4.16.3 The Contractor must not discriminate against any person due to their lack of ability to pay and/or lack of insurance for ambulance services provided relative to this Proposal.

4.16.4 The Contractor must not bill charges in excess of those submitted by the Contractor for this Proposal.

4.16.5 Contractor is responsible for collecting monies that are billed to the greatest extent permitted by law.

4.16.6 The Contractor may, at is discretion, attempt to collect any outstanding debts in accordance with applicable federal Fair Debt Collection Practices Act.

4.17 Performance Bond. The Contractor shall present to the County a Performance Bond for 100% of the total contract price. This bond shall be renewed for each term of the contract.

4.18 Proposed Contract. The Contractor will provide its proposed contract for meeting the terms and conditions of this RFP. This document shall serve as the basis for contractual negotiations between the County and the Contractor.

#### 5. QUALIFICATIONS AND EXPERIENCE

This section describes the minimum qualifications that a Proposer must meet to be eligible for contract award. This process will require the submission of a single proposal document containing both the proposer's credentials statement and detailed service proposal. Credentials statements will be evaluated to establish ability of each Proposer in the areas of analogous experience, financial depth and stability, and documentation of regulatory compliance. Proposers are cautioned about submitting incomplete or unresponsive credentials statements or proposals. Incomplete or unresponsive credentials statements or proposals.

The County will conduct a verification of the credentials and qualifications of the proposer. receiving the best score in the evaluation process. If the County finds any substantial misrepresentation of qualifications or is unable to verify a Proposer's credentials, the Proposer will not be selected.

5.1 Analogous Experience

Each proposer shall provide the following:

5.1.1 Documentation clearly demonstrating that the proposer has experience managing an ambulance service in a community with a population of at least 16,301 persons. Information should include a list of communities in which the service is operated, name(s), address(es) and phone number(s) of the Medical Director(s) and contract officer(s) or designated public official(s) with oversight responsibility.

5.1.2 Proposer shall provide information and documentation of existing management and supervisory strength, including senior management and management bench strength, to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel, to include the Medical Director, who will be directly responsible and accountable for providing services under this RFP.

5.2 Demonstration of Financial Capabilities

Proposer shall provide evidence that clearly documents the financial history of the organization. All financial information should be reported for the operational unit responsible for the Proposal. If the organization is a multi-site operator or subsidiary operation, it may report consolidated financial information provided that a letter guaranteeing the Proposer's performance with the full faith and credit of the parent organization is included with the financial data.

The Proposer must also provide and document the following:

5.2.1 Access to sufficient capital to provide for implementation and start-up of the contract.

5.2.2 Financial reserves or net worth sufficient to sustain the operation in case the Proposer has incorrectly estimated expenses or profits from the operation.

5.2.3 Any issue or potential event that may have a material bearing on the financial condition, solvency, or credit worthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.

5.2.4 Copies of audited financial statements for the last 3 years. If no audited financial statements are available, the Proposer must provide other convincing evidence of financial capability and stability such as financial statements and personal or institutional guarantees of the Proposer's obligations and performance. The burden of proof of financial stability is upon the Proposer.

5.2.5 Evidence of the ability to secure insurance coverage required under this procurement. This may be in the form of certificates of insurance or a letter from an appropriate insurance company documenting that coverage will be provided.

#### 6. **PROPOSAL FORMAT**

The following Proposal format must be followed:

6.1 Transmittal Letter. The Transmittal letter shall include but not limited to the Proposer's understanding of the County's needs and the Scope of Work and the Proposer's plan to meet those needs. The letter must be signed by an officer or person authorized to sign on behalf of the Proposer.

- 6.3 Statement of ownership, to include by not be limited to the following:
  - 6.3.1 Business structure,
  - 6.3.2 The names and address of all officers or managing members,

6.3.3 The names and address of all persons holding 5% or more ownership or managing control.

- 6.3.4 The name and address of the Registered Agent, if applicable.
- 6.4 Proposer's Information.
  - 6.4.1 Full legal name,
  - 6.4.2 Federal Employer Identification Number,
  - 6.4.3 Physical and mailing addresses,
  - 6.4.4 Telephone and fax numbers,

6.4.5 Website information,

6.4.6 The names, titles, telephone numbers, and email addresses for all persons directly responsible and accountable for providing services under this RFP, and

6.4.7 A resume for each person named in Section 6.4.6 above.

6.5 Financial Information. Copies of audited financial statements for the last 3 years. If no audited financial statements are available, the Proposer must provide other convincing evidence of financial capability and stability such as financial statements and personal or institutional guarantees of the Proposer's obligations and performance.

6.6 Amendments. The Proposer must acknowledge each and every amendment to this RFP and there understanding of said amendment.

6.7 Cost Proposal. The Proposer must complete and submit Attachment A – Cost Proposal.

6.8 Sample Contract. The Proposer must include their sample contract for the County's consideration. The County and the Contractor will negotiate, in good faith, the final contract.

#### 7. **PROPOSAL SUBMISSION**

7.1 All Proposals must be sealed and either mailed or delivered. Electronic submissions will not be accepted.

7.2 All Proposals must be received on or before <u>4:00 PM, March 29, 2024</u>. Late submissions will not be considered or returned.

7.4 Each Proposer shall provide one (1) printed original Proposal and seven (7) complete printed copies of their Proposal.

7.3 The outer delivery container and/or envelope must:

7.3.1 be sealed,

7.3.2 display the full name and address of the Proposer, and

7.3.3 be labeled "EMS Proposal" on the outside.

7.4 The mailing and delivery address is

### Brooks County Board of Commissioners Attn: County Administrator 610 South Highland Road Quitman, GA 31643

7.5 Proposals will be opened and read aloud at the regular Monthly Meeting of the Brooks County Board of Commissioners on April 1, 2024 in the County Administrator's Office located at 610 South Highland Road, Quitman, Georgia 31643 or other location set by Brooks County if necessary.

### ATTACHMENT A

### COST PROPOSAL

*Important Note: This document must be returned with the proposal.* 

#### A. Charges for Services Rendered:

Charge Description	Year 1	Year 2	Year 3	Year 4	Year 5
Response/treatment without transport					
ALS 1 (A0426)					
ALS 1 – Emergency (A0427)					
ALS 2 (A0433)					
BLS (A0428)					
BLS – Emergency (A0429)					
Specialty Care Transport (A0434)					
Ground Mileage (A0425)					

#### B. Subsidy

	Year 1	Year 2	Year 3	Year 4	Year 5
Subsidy					