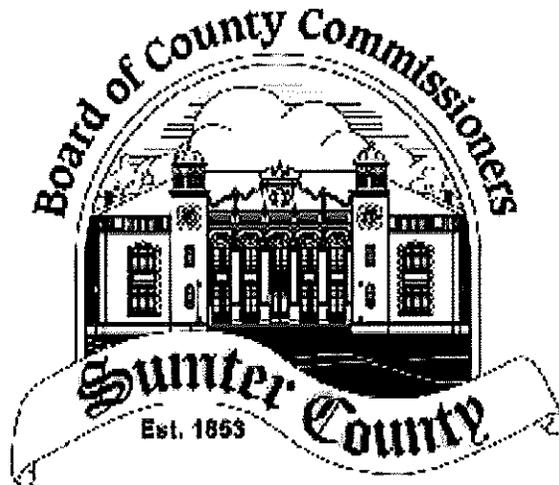


Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**REQUEST FOR PROPOSALS**  
**FOR**  
**SUMTER COUNTY EMERGENCY AMBLUANCE SERVICES**

**RFP # 172-0-2010/AT**



Board of Sumter County Commissioners  
Financial Services Department  
Amanda Taylor, Procurement Coordinator  
7375 Powell Road  
Wildwood, FL 34785

Phone (352) 689-4435 Fax (352) 689-4436  
Date of Issue: October 5, 2010  
Due Date / Time: **December 3, 2010 @ 10:00am**

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**CALENDAR OF EVENTS / RFP TIMELINE**

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Sumter County. If Sumter County finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

<b><u>ACTION</u></b>	<b><u>COMPLETION DATE</u></b>
<b>Issue RFP</b>	October 5, 2010
<b>Mandatory Pre-Proposal Conference</b>	November 1, 2010 @ 10:00am Room 1052 TVSCSC*
<b>Last Day for Questions</b>	November 10, 2010 @ 5:00pm
<b>Proposals Due</b>	December 3, 2010 @ 10:00am; Opened at 10:05am in Room 1052 TVSCSC*
<b>Initial Proposal Review for Selection Committee to Short List Proposals</b>	December 10, 2010 @ 10:00am Room 1052 TVSCSC*
<b>Vendor Presentations &amp; Selection Committee Meeting</b>	December 15, 2010 @ 10:00am Room 1052 TVSCSC*
<b>Site Visits</b>	n/a
<b>Selection Committee Meetings</b>	December 10 and 15, 2010
<b>Sumter County BOCC Approval</b>	January 11, 2011
<b>Contract Negotiation</b>	January 12, 2011

\* The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**TABLE OF CONTENTS**

PART 1 .....	4
Intent and General Information.....	4
Request for Proposals.....	4
Open Records.....	4
Vendor Responsibility.....	5
Standard Insurance Requirements.....	5
Proposal Documents Required.....	8
Examination of Proposal Documents.....	8
Interpretations, Clarifications and Addenda.....	9
Governing Laws and Regulations.....	9
Preparation of Proposals.....	9
Fiscal Year Funding Appropriation.....	10
Tax Exempt Status.....	10
Protection of Resident Workers.....	10
Sumter County Board of County Commissioners.....	10
Right to Audit Records.....	10
Additional Services/Purchases by Other Public Agencies.....	11
 PART 2.....	 12
Evaluation and Award.....	12
Proposal Evaluation.....	12
Proposal Award.....	12
 PART 3.....	 13
Proposal Submittal.....	13
Page Specifications.....	13
 PART 4.....	 14
Proposal Documents.....	14
Proposal Cover Page.....	14
Proposer's Certification.....	15
Proposal Form for Board of Sumter County Commissioners.....	16
Statement of Terms and Conditions.....	17
Reference and Similar Projects Experience Form.....	18
Drug Free Workplace Certificate.....	20
Disclosure of Subcontractors, Subconsultants & Suppliers.....	21
Statement of "No Proposal".....	22
 PART 5.....	 23
Scope of Services.....	23*
Sample Professional Services Agreement.....	60
Notice of Award.....	64
Notice to Proceed.....	65

\* The Scope of Services section has its own Table of Contents on Pages #23 and #24.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**PART 1**  
**INTENT AND GENERAL INFORMATION**

**REQUEST FOR PROPOSALS**

Sealed proposals shall be submitted to the Sumter County Board of County Commissioners (BOCC) Financial Services Department located at 7375 Powell Road, Wildwood, FL 34785, **no later than 10:00am, December 3, 2010**. Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by 5:00pm, November 10, 2010 will be considered. **Questions will not be answered over the phone.** Questions regarding the RFP process must be in writing and faxed to (352) 689-4436, or via email [amanda.taylor@sumtercountyfl.gov](mailto:amanda.taylor@sumtercountyfl.gov) attention: Mrs. Amanda Taylor. All Requests for Information (RFI's) regarding the project must be faxed to Sumter County, Attention Mrs. Amanda Taylor, (352) 689-4436 or via email to [amanda.taylor@sumtercountyfl.gov](mailto:amanda.taylor@sumtercountyfl.gov) .
- Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Amanda Taylor for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified. The Selection Committee Members shall be: Bradley Arnold, County Administrator, William Gulbrandsen, Sumter County Fire Rescue Fire Chief, Michael Tucker, and The Villages Public Safety Department Fire Chief or their designee.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Financial Services Department for Sumter County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the Financial Services Department, 7375 Powell Road, Wildwood, FL 34785 from 8:30 A.M. to 5:00 P.M.
- There will be a **MANDATORY** Pre-Bid Meeting on November 1, 2010 in Room 1052 located in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR TO MONITOR  
DEMANDSTAR.COM FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS

**OPEN RECORDS**

The Sumter County BOCC is governed by Florida's public record laws, Chapter 119 of the Florida Statutes. All bids, RFP's, quotes and all solicitation documentation are open for public inspection ten (10) days after the solicitation opening or when Sumter County BOCC provides notice of a decision or intended decision, whichever is earlier. Certain proprietary and financial information

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

from vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

**VENDOR RESPONSIBILITY**

Submitters are fully and completely responsible for the labeling, identification and delivery of their proposals. Sumter County BOCC will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed proposal identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed proposal identification, may be inadvertently opened upon receipt, thereby invalidating such proposals and excluded from the official proposal opening process.
- Invitation by Sumter County BOCC to vendors is based on the recipient's specific request and application to Demandstar.com, or as the result of response by the public to the legal advertisements required by the State.
- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their proposal. Additionally, no travel expenses incurred as a result in participating in the proposal process will be reimbursed.
- A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the Sumter County BOCC.

**STANDARD INSURANCE REQUIREMENTS**

The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

**Financial Rating of Insurance Companies** All insurance companies must have financial rating

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

of A- or higher by A.M. Best.

**Professional Liability or Errors and Omissions (E & O)** - The Contractor shall maintain Professional Liability or Errors and Omissions at a limit of liability not less than **\$2,000,000 (medical malpractice)**.

**Commercial General Liability** The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

**Business Automobile Liability** The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Worker's Compensation Insurance & Employers Liability** The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

**Umbrella or Excess Liability (needed for large contracts as determined by Risk Management)** The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Contractor shall endorse the County as an "**Additional Insured**" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

**Additional Insured** The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a **CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization** endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

The name of the organization endorsed as Additional Insured for all endorsements shall read "Sumter County Board of County Commissioners."

**Indemnification** The Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Contractor.

**Deductibles, Coinsurance Penalties, & Self-Insured Retention** The Contractor shall be fully

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

**Waiver of Subrogation** The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

**Right to Revise or Reject** The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Contractor written notice of such revision or rejections.

**No Representation of Coverage Adequacy** The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

**Certificate(s) of Insurance** The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners  
Risk Management Department  
Attn: Lita Hart  
7375 Powell Road  
Wildwood, FL 34785

**PROPOSAL DOCUMENTS REQUIRED**

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

- Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- Proposer Certification / Addenda Acknowledgement Form.
- Proposal Form.
- General Terms and Conditions statement must be signed and returned with the proposal form.
- A sworn, notarized Statement of Reference and Similar Project Experience Form.
- A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- Disclosure of Subcontractors, Subconsultants and Suppliers.
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- A Certificate of Insurability, acceptable to the County, shall accompany each proposal or alternate proposal, in the amounts as prescribed by State and Sumter County BOCC.

**EXAMINATION OF PROPOSAL DOCUMENTS**

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

- Each vendor shall carefully examine the Scope of Work and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify Sumter County BOCC in writing.

**INTERPRETATIONS, CLARIFICATIONS AND ADDENDA**

- No oral interpretations will be made to any vendor as to the meaning of the Proposal/Contract Documents. Any questions or request for interpretation received IN WRITING by Sumter County BOCC by 5:00pm November 10, 2010 will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established proposal opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it had been received and acknowledged and the submission of his Proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Proposals are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The Sumter County BOCC and/or CONSULTANTS do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices proposal.

**GOVERNING LAWS AND REGULATIONS**

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**PREPARATION OF PROPOSALS**

- Signature of the Vendor: The Vendor must sign the Proposal forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

\_\_\_\_\_," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of his authority to sign the Proposal must be submitted. The Vendor shall state in the Proposal Form the name and address of each person interested therein.

- Basis for Proposal: The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Proposal. The proposal prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

#### **FISCAL YEAR FUNDING APPROPRIATION**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Sumter County BOCC, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the Sumter County BOCC of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

#### **TAX EXEMPT STATUS**

The Sumter County Board of County Commissioners is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchases separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

#### **PROTECTION OF RESIDENT WORKERS**

The Sumter County BOCC actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the Sumter County BOCC throughout the duration of the contract.

#### **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

The Sumter County Board of County Commissioners is a unit of local government and as such reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or examination process, reserves the right to select low proposal

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

per item, and reserves the right to award proposals and/or contracts in the best interest of the Sumter County Board of County Commissioners.

**RIGHT TO AUDIT RECORDS**

The Sumter County Board of County Commissioners shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

**ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES**

The Vendor by submitting a proposal/bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the vendor's approval. Without the vendor's approval, the seeking agency cannot Piggy-Back.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**PART 2  
EVALUATION AND AWARD**

**PROPOSAL EVALUATION**

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the Sumter County BOCC by the due date and time. Once proposals are received, the Selection Committee members will independently review each submittal and score each proposal based on the evaluation criteria. All proposals received in accordance with this Request for Proposals will be evaluated using the following criteria.

Firm: \_\_\_\_\_ Date: \_\_\_\_\_

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Approach to System Designs	20	
Clinical and Employment Practices	20	
Financial Capabilities/Administrative and Report Practices	25	
Past Experience of Provider and Key Personnel	25	
<b>Sub-Total Points</b>	<b>90</b>	
References	10	
Total Points	100	

**Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Amanda Taylor for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified.** The Selection Committee Members shall be: Bradley Arnold, County Administrator, William Gulbrandsen, Sumter County Fire Rescue Fire Chief and Michael Tucker, The Villages Public Safety Department Fire Chief or their designee.

Recommendation of award will be sent to all submitting vendors. The award will be based on the proposal that is most advantageous to Sumter County. All Selection Committee recommendations are subject to Board approval.

The Selection Committee will meet to evaluate proposals in the located in Room 1052 at 7375 Powell Road, Wildwood, FL 34785, at 10:00am on December 10, 2010.

**PROPOSAL AWARD**

Submitters and vendors registered through [www.demandstar.com](http://www.demandstar.com) will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results may also be requested by telephone, fax or electronic media.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**PART 3  
PROPOSAL SUBMITTAL**

One (1) original, one (1) electronic version, with the forms in their original format un-protected and five (5) copies (for a total of 7), of each proposal or alternate proposal shall be submitted in a sealed envelope, prominently marked on the outside with the words, "**RFP # 172-0-2010/AT SUMTER COUNTY EMERGENCY AMBULANCE SERVICES**" with the firm name and return address. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, "**RFP # 172-0-2010/AT SUMTER COUNTY EMERGENCY AMBULANCE SERVICES**" and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 10:00 a.m., December 3, 2010. Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. **Late proposals will not be accepted, and will be returned, unopened, to the proposer, at the proposer's expense.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of any public building or public work, may not submit proposals on leases of real property to a public entity crime, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

**PAGE SPECIFICATIONS**

- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document's thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the Proposal Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted ORIGINAL on the cover.

**PART 4  
PROPOSAL DOCUMENTS**

**PROPOSAL COVER PAGE**

<b>Name of Firm, Entity or Organization:</b>  
<b>Federal Employer Identification Number (FEIN):</b>  <b>State of Florida License Number (If Applicable):</b>  <b>Name of Contact Person:</b>  <b>Title:</b>  <b>E-Mail Address:</b>  
<b>Mailing Address:</b>  <b>Street Address (if different):</b>  <b>City, State, Zip:</b>  <b>Telephone:</b> _____ <b>Fax:</b> _____
<b>Organizational Structure – Please Check One:</b>  Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>  <b>If Corporation:</b> <b>Date of Incorporation:</b> _____ <b>State of Incorporation:</b> _____  <b>States Registered in as Foreign Corporation:</b>  
<b>Authorized Signature:</b>  <b>Print Name:</b> _____  <b>Signature:</b> _____  <b>Title:</b> _____  <b>Phone:</b> _____
<b><i>This document must be completed and returned with your Submittal.</i></b>



**PROPOSAL FORM FOR  
BOARD OF SUMTER COUNTY COMMISSIONERS**



Name of Firm Submitting Qualifications \_\_\_\_\_

Name of Person Submitting Qualifications \_\_\_\_\_

**PROPOSER ACKNOWLEDGMENT**

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the Board of Sumter County Commissioners, to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

---

**PROPOSER'S FEE SCHEDULE MUST BE ATTACHED TO THIS PROPOSAL FORM**

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[  ] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

***This document must be completed and returned with your Submittal***

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

STATEMENT OF TERMS AND CONDITIONS

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

**PROHIBITION OF LOBBYING:** During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Financial Services Department Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (IBID) must be submitted in writing to the Board's Financial Services Department Manager.

**ANTI TRUST LAWS:** By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**CONFLICT OF INTEREST:** The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

**INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Financial Services Department Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

**GOVERNING LAWS AND REGULATIONS:** The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**PROPRIETARY/CONFIDENTIAL INFORMATION:** Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Financial Services Department Manager at (352) 793-0200. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

**TAXES:** The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**NON-COLLUSION DECLARATION:** By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

**PROPOSER RESPONSIBILITY:** Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) (800) 711-1712 or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

**OWNERSHIP OF SUBMITTALS:** All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

**EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**VENDOR RESPONSIBILITY:** Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Financial Services Department Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

**DRUG FREE WORKPLACE:** All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

**BOARD OF SUMTER COUNTY COMMISSIONERS,** are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

**PUBLIC RECORDS LAW:** Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

**VERIFICATION OF TIME:** Nextel time is hereby established as the Official Time of the Boards.

**PREPARATION OF PROPOSALS/BIDS:**

**Signature of the Bidder:** The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as \_\_\_\_\_," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

**Basis for Bidding:** The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

**Total Proposed Price/Total Contract Sum Proposed:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

**TABULATION:** Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

**OBLIGATION OF WINNING BIDDER:** The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**AWARD OF BID:** It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

**ADDITIONAL REQUIREMENTS:** The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

**PREPARATION COSTS:** The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

**TIMELINESS:** All work will commence upon authorization from the Boards' representative (Financial Services Department Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

**DELIVERY:** All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

**ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):**

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

**PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the Financial Services Department Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

**MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Financial Services Department Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Financial Services Department Manager, or designated representative.

**QUANTITIES:** The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

**SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

**DOCUMENT RE-CREATION:** Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

**ACKNOWLEDGED:**

(Signature and Date)

*This document must be completed and returned with your Submittal*

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM**

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

***This document must be completed and returned with your Submittal***

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**CONTRACTOR'S AFFIDAVIT**

State of Florida  
County of \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ who is *(title)* \_\_\_\_\_  
of *(the company described herein)* \_\_\_\_\_ being duly sworn, deposes and say that the foregoing statements  
are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to  
the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that  
intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any  
pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements  
made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA  
(Signature of Notary Public)

\_\_\_\_\_  
(Print Name of Notary Public)

(seal)

***This document must be completed and returned with your Submittal***

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

\_\_\_\_\_  
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_

(seal)

***This document must be completed and returned with your Submittal***

**DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS**

**SUBCONTRACTOR LICENSE INFORMATION MUST BE SUBMITTED WITH THE RFP, IN ORDER FOR SUMTER COUNTY TO VERIFY THAT THE SUBCONTRACTOR ARE IN FACT LICENSE PERFORM THEIR TRADE SCOPE OF WORK.**

**Name of Firm Submitting Proposal:**

\_\_\_\_\_  
(Print or Type)

**Name of Person Submitting Proposal:**

\_\_\_\_\_  
(Print or Type)

**Please list *all Subcontractors*, or Material \ Equipment Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.**

\_\_\_\_\_  
**Name of Firm or Agency:**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Contractor's License number

\_\_\_\_\_  
Contact Name / Title:

\_\_\_\_\_  
**Name of Firm or Agency:**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Contractor's License number

\_\_\_\_\_  
Contact Name / Title:

\_\_\_\_\_  
**Name of Firm or Agency:**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Contractor's License number

\_\_\_\_\_  
Contact Name / Title:

\_\_\_\_\_  
**Name of Firm or Agency:**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Contractor's License number

\_\_\_\_\_  
Contact Name / Title:

***This document must be completed and returned with your Submittal***

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**STATEMENT OF "NO PROPOSAL"**  
**RFP # 172-0-2010/AT**

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to: Sumter County BOCC, 7375 Powell Road, Wildwood, FL 34785. Attn: Mrs. Amanda Taylor.

We, the undersigned, have declined to submit a proposal for your **RFP # 172-0-2010/AT SUMTER COUNTY EMERGENCY AMBULANCE SERVICES** for the following reasons:

- \_\_\_\_\_ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)
- \_\_\_\_\_ Insufficient time to respond to Request for Proposals.
- \_\_\_\_\_ We do not offer this product/s or equivalent.
- \_\_\_\_\_ Remove us from your vendor's list for this commodity or service.
- \_\_\_\_\_ Our product schedule would not permit us to perform to specifications.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet insurance requirements.
- \_\_\_\_\_ Specifications unclear (please explain below).
- \_\_\_\_\_ Competition restricted by pre-approved owner standards.
- \_\_\_\_\_ Other (please specify below or attach a separate sheet).

Remarks:

---

---

---

"We understand that if this "No Proposal" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities."

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature and Title:

---

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

**PART 5  
SCOPE OF SERVICES**

The Sumter County Board of County Commissioners is requesting proposals from qualified firms for the **RFP # 172-0-2010/AT SUMTER COUNTY EMERGENCY AMBULANCE SERVICES.**

**Scope of Services Attachment A**

**Emergency Ambulance Service Statement of Work / Specifications**

**Table of Contents**

<b>KEY TERMS.....</b>	<b>25</b>
<b>I. SYSTEM DESIGN SUMMARY.....</b>	<b>27</b>
A Overview .....	27
B County's Responsibilities .....	27
C Contractor's Responsibilities .....	28
D Schedule of Events.....	29
<b>II. BACKGROUND AND SERVICE AREA SUMMARY .....</b>	<b>30</b>
A Description of Service Area .....	30
B Historic Service Volume.....	30
C Patient Mix .....	31
<b>III. PROGRAM RESPONSIBILITIES.....</b>	<b>31</b>
A. Scope of Services.....	31
B. Response Time Performance.....	31
C. Vehicles, Vehicle Maintenance and Equipment Repairs .....	34
D. Radio Communications.....	34
E. Automatic Vehicle Locating.....	35
F. Data and Reporting Requirements.....	35
G. Coverage and Availability .....	37
H. Integration of the Sumter County Fire Department as a First Responder.....	37
I. Risk Management and Loss Control Provisions .....	38
J. Deployment Planning and Disaster Response.....	38
K. Mutual Aid .....	39
L. Service Inquiries and Managing Complaints .....	39
M. Prohibition of Contract Transfer without Prior Approval .....	39
<b>IV. CLINICAL AND EMPLOYMENT PRACTICES .....</b>	<b>40</b>
A Medical Oversight.....	40

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

B Personnel Qualifications and Staffing.....41

C OSHA and Other Regulatory Compliance..... 41

D Discrimination Prohibited .....42

E Establish a Drug-Free Workplace .....42

**V. FINANCIAL AND ADMINISTRATIVE PROVISIONS..... 42**

A. Term of Contract and Renewal Provisions .....42

B. Methods and Form of Compensation .....43

C. Ambulance Fees and Guidelines for Rate Increases .....43

D. Billing System and Access to Information .....44

E. Insurance Requirements .....45

F. Federal Employer Identification Number and Corporate Identification..... 48

G. Sworn Statement Regarding Public Entity Crime.....48

H. Demonstration of Financial Depth and Stability .....48

I. Default and Termination of Agreement ..... 49

J. Provisions for Curing Default and Emergency Take Over ..... 50

K. "Lame Duck" Provisions..... 51

L. Penalties for Contract Violation.....52

M. Issuance of Violation Notice.....53

N. Actions upon Receiving a Violation Notice .....53

O. General Provisions ..... 54

**VI. SUBMISSION AND REVIEW OF THE RFP ..... 55**

A. General Submission Information .....55

B. Mandatory Table of Contents .....57

C. Review of Proposals .....58

D. Review Criteria ..... 58

**ATTACHMENT SERVICE AREA..... See attached map on Demand Star**

## KEY TERMS

---

Throughout the document, we use key terms that we will define for reader clarity.

**Advanced Life Support (ALS)** — Advanced services or skills that include the use of techniques including intravenous (IV) therapy, ECG monitoring, medications, advanced airway management and similar treatments.

**Ambulance** — A vehicle that meets State of Florida standards and Federal specifications to provide medical transportation for sick and injured patients.

**Ambulance Zones** — A geographic area designated by the County to identify specific EMS response areas.

**Basic Life Support (BLS)** — Basic EMS skills that include CPR, automated or assisted defibrillation, bleeding control, spinal immobilization, splinting, and similar treatments.

**Billing System** — The system used by the contractor to collect accounts receivable from the provision of EMS by the contractor. The contractor may subcontract this to a third-party agency provided that all sections of the contract are met.

**Call Processing Time** — The point of receipt of the emergency alarm to the point where sufficient information is known to the dispatcher and contractor's applicable units are notified of the incident.

**Computer Aided Dispatch (CAD)** — A computer assisted telecommunications system that provides voice and data communications for emergency service systems.

**911 CAD** — The CAD system operated by the county 911 Public Safety Answering point.

**Ambulance CAD** — The CAD system operated by the contractor for the communication and dispatch needs of its units.

**Default** — A situation(s) that occurs where the contractor can no longer meet the performance requirement set within the contract.

**Electronic Patient Care Report (E-PCR)** — A computer device that allows EMS and fire service providers to call and patient data into a reporting system.

**Emergency Response** — Response to those calls which fall into the Echo, Delta, Charlie and Bravo level call categories as identified by the NAEMD protocols.

**Emergency Transport** — The transportation of a patient resulting from a request generated through the 911 emergency communications center, or from some other form of notification indicating the need for emergency care. Does not include inter-facility transfers.

**EMS Contract Administrator** — The county representative designated by the County Administrator to oversee the ambulance service contract.

**EMT-B** — Any person certified by the State of Florida and credentialed by the local medical director to provide basic life support services.

**Federal Specifications for Ambulances (KKK)** — Federal specification KKK-A-1822 is the US General Services Division's specifications for ambulances.

**Hearing Officer** — The EMS Contract Administrator or other County official designated by the County Administrator.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**Medical Director** A Florida licensed physician, M.D. or D.O., who has been approved by the State of Florida, and the local EMS system to oversee and provide on-line and off-line EMS medical direction.

**Medical Oversight** — The process of providing on-line and off-line medical oversight of the EMS system.

**Medical Priority Dispatch System (MPDS)** — An advanced emergency dispatch system that provides protocols for EMS dispatch, and protocol-driven pre-arrival patient care instructions.

**National Academies of Emergency Medical Dispatch (NAEMD)** - The NAED is a non-profit standard-setting organization promoting safe and effective emergency dispatch services world-wide. The NAED supports first-responder related research, unified protocol application, legislation for emergency call center regulation, and strengthening the emergency dispatch community through education, certification, and accreditation.

**Non-emergency Response** – Response to those calls presumptively determined to be a non-life threatening emergency response (as categorized by National Academies of Emergency Dispatch standards as Alpha level calls). Does not include “routine” or inter-facility transfers.

**Paramedic** — Any person licensed by the State of Florida and credentialed by the local medical director to provide advanced life support services.

**Proposal** — A response from vendors to wishing to bid on the exclusive contract to provide emergency ambulance service for Sumter County.

**Proposal Review Committee** — A group comprised of Sumter County officials, and Sumter County citizens, appointed by the County Administrator to review EMS proposals and make a recommendation to the County Administrator and County Commission.

**Public Safety Answering (or Access) Point (PSAP)** – Is the county’s call center responsible for answering calls to an emergency telephone number for police, fire, and ambulance services.

**Request for Proposal (RFP)** — A document released by Sumter County that requests proposals from vendors to provide emergency ambulance service to the County.

**Response Time** – The time that begins when the contractor’s dispatch center receives notification of the alarm and ends when contractor’s unit(s) arrive at the scene.

**Response Time Summary** – A summary of the specific times indicated, provided at the 70%, 80%, and 90% fractile percentages.

**Response Zones\* –**

**Urban** – Designation refers to a contiguous incorporated or unincorporated area with a population of over 30,000 people and/or a population density of over 2,000 people per square mile.

**Suburban** – Designation refers to a contiguous incorporated or unincorporated area with a population density of approximately 1,000 but not exceeding 2,000 people per square mile.

**Rural** – Designation refers to an incorporated or unincorporated area with a

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

population density of less than 1,000 people per square mile.

**Travel Time** – The time that begins when the contractor's unit(s) are enroute to the incident and ends when contractor's unit(s) arrive at the scene.

**Violation Notice** — A notice sent to the contractor by the appropriate agency notifying them of a violation of the EMS contract.

\* As described by the Commission on Fire Accreditation International, 2008, *Standards of Cover*, 5<sup>th</sup> edition

---

## I. SYSTEM DESIGN SUMMARY

---

### A. Overview

Sumter County is soliciting proposals for the provision of Advanced Life Support (ALS) ambulance transport response for 911 emergency calls and appropriate inter-facility transfers. The successful contractor will be the County's primary provider of the Emergency Transport Certificate of Public Convenience and Need within Sumter County.

The purpose of this procurement process is to provide a fully integrated, high performance EMS delivery system. The system is to be built upon a "two-tiered" response that utilizes the Sumter County Fire Rescue and The Villages Public Safety Department, hereafter referred to as the county's fire service agencies, as the primary first responder. The Contractor, utilizing an approved medical priority dispatch system, will provide emergency dispatching services for contractor's units.

The proposal is to include comprehensive medical direction including both on-line and off-line medical oversight. This medical director shall oversee the training requirements for all contractors' personnel, oversight of emergency medical dispatching including pre-arrival medical instruction, recertification guidelines, the development of emergency medical protocols and standing orders, and a fully functional quality assurance process including quality control is a primary deliverable of this process.

The selected contractor will be required to fully integrate into the region's and the County's various medical receiving facilities for pre-hospital emergency medical care.

The County will monitor service delivery and contractual compliance through a series of independent performance measurements. The successful vendor will base its delivery model on clearly defined outcome measures and not a Level of Effort criterion.

It is the County's desire to have an EMS system that ensures high quality clinical care, provides efficient and reliable EMS services at a reasonable cost to consumers, and provides the community with an operationally and financially viable system.

### B. County's Responsibilities

The County, in procuring an ambulance contractor, represents the interests of its taxpayers and the general public as consumers of emergency services within its boundaries.

In this performance-based approach it is the County's responsibility to:

- Monitor contractor compliance and enforce contractual terms;

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

- Provide 911 call taking;
- Provide ALS/BLS first response utilizing Sumter County Fire Rescue and Villages Public Safety Department personnel and equipment;
- Provide and maintain the 911 Computer Aided Dispatch (CAD) system which will serve as the official recording for receipt of call and transfer to contractor;
- Provide the contractor with information that will allow completion of contract requirements in a timely manner;
- Provide access to County radio frequencies ;

**C. Contractor's Responsibilities**

The contractor is responsible for responding to all requests for emergency ambulance service in the designated service area. The requirements for all operations are delineated throughout these specifications and will become the basis of the performance based agreement between the County and the contractor.

The contractor shall be responsible for the following:

- Furnishing and managing all personnel required in the delivery of ALS emergency ambulance transport operations;
- Providing and operating an ambulance CAD system
- Providing local office space for customer assistance, billing activities, and administrative oversight;
- Employing or contracting for medical direction based on the requirements herein;
- Supplying all medical supplies, medications and disposable equipment for the contractor and the county's first response fire service agencies;
- Providing all necessary vehicles and vehicle maintenance for vehicles operated by the contractor;
- Providing in-service training, quality assurance, and improvement monitoring for contractors personnel;
- Provide notification and access of contractor's EMS training to personnel from county's first response fire agencies;
- Developing and issuing standing orders and medical protocols that integrate with county's existing first response fire agencies' medical protocols;
- Providing the required insurance coverage for all employees and response personnel operating under the oversight of the contractor's medical director;
- Providing EMS stand-by at special events
- Providing mutual aid and disaster response services; and
- Other associated support functions.

The contractor is responsible for providing all billing services. Billing and collection services shall be conducted according to the professional guidelines outlined in the agreement. The contractor shall provide detailed and comprehensive monthly reporting on response activities, patient treatments, billing and collection reports, customer and citizen complaints,

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

accidents, and equipment malfunctions.

The contractor is expected to comply with all applicable county, state, and federal guidelines in the delivery of pre-hospital medical care and to obtain the necessary State of Florida and Sumter County licensing and or permits required to provide emergency transport services.

The contractor will apprise the County fully of any changes or modification in its deployment practices or anticipated deployment practices that could alter service delivery.

The contractor business office shall maintain reasonable business hours and be located within Sumter County. The contractor shall establish and maintain a published telephone number for customer contacts and an updated and interactive web-page for customer service, including the posting of up to date transport fee schedules and the disclosure of corporate contact information.

As compensation for services rendered, the contractor receives:

- Market rights as the County's primary emergency ambulance contractor within the County's service area depicted in Attachment A;
- First responder support from the Sumter County Fire Rescue and Villages Public Safety Department;
- Income from fee for service revenues.

The County does not wish to pay a subsidy for contractor services; however, proposals will not be excluded from consideration if a subsidy is requested as part of the proposal. A detailed financial explanation justifying the need for such subsidy must be included within the proposal.

In awarding this Agreement, the County recognizes that an ambulance contractor may, through poor business planning, management, or general lack of performance, fail to provide for the minimum services specified in the Agreement. Such failure may constitute a Default of the Agreement. In such case, the County intends to replace the contractor in order to ensure the public health and safety. Prospective contractors should assume that the County is likely to select a replacement should the contractor fail to provide adequate EMS services.

#### **D. Schedule of Events**

Unless specifically notified by Sumter County Purchasing Department of a schedule change, the following procurement schedule must be adhered to:

- August XX, 2010 — Public Release of RFP (This document and its attachments constitute the County's request for proposal.)
- August XX, 2010 — Deadline for proposers to submit written questions for clarification.
- September XX, 2010 — Pre-bid conference (mandatory) 9:00 AM, 910 N. Main Street, Bushnell, FL 33513 (room to be determined). Representative must attend in person.
- September XX, 2010 — The RFP's are due at Sumter County Purchasing Office by 3:00 PM EST. All proposals must be in writing and delivered by hand, mail, or commercial delivery service and clearly labeled "Sumter County Emergency Medical Services Proposal".

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

- September XX, 2010 — Evaluation team will recommend up to three proposals to the County Administrator.
- September XX, 2010 — County Commission approval of EMS services agreement Recommended bidders may be required to make a presentation
- September XX, 2010 - Final Contract to Commission for improvement
- October 1, 2010 — New EMS agreement takes effect.

---

## **II. BACKGROUND AND SERVICE AREA SUMMARY**

---

Sumter County is interested in expanding its oversight in the EMS delivery system within its jurisdictional boundaries. There is significant concern to improve transparency and provide an adequate level of accountability for the EMS assets assigned to and or paid for by Sumter County. The County is designing this proposal to create greater interaction between County government, the fire departments, the EMS contractor, and medical direction. The County is also seeking the development of a performance based delivery model that utilizes comprehensive reporting and monitoring techniques to insure the highest level of patient care and cost accounting.

### **A. Description of Service Area**

Sumter County is located at the crossroads of Central Florida, connecting to several major transportation corridors which provide easy access to all areas of the state. Interstate 75, US Highway 301, State Road 44, the Florida Turnpike, and the CSX Railroad "S" rail line all serve to make Sumter County an attractive location for development.

Comprising a total of 580 square miles, Sumter County has experienced a great deal of growth over the last decade, diversifying its population base and its communities. Active retirement communities, new industry and construction offer economic opportunities beyond the County's historic agricultural core. According to the Bureau of Economic and Business Research in 2009, Sumter County had an estimated population of over 95,000 residents. This represented an increase of over 55% compared to the 2002 population. The July 2010 issue of American City and County magazine, ranked Sumter County, Florida as the 2<sup>nd</sup> fastest growing county in the United States. About 90% of the County's population is located within the unincorporated areas of the county, with about one-half of the unincorporated population living primarily within The Villages Development of Regional Impact. This area spans over 33 square miles in the northeast sector of Sumter County and has areas of population density that meet the definition of an "Urban Area". The remaining 10% of the County's population live in five cities: Bushnell, Center Hill, Coleman, Webster and Wildwood. The unincorporated community of Lake Panasoffkee, on the southwest shore of the lake, along with areas in the cities of Wildwood and Bushnell would qualify as "Suburban Areas", based on population densities. The rest of the County would be described as "Rural" with approximately 161 square miles of "protected lands" that cannot be developed.

### **B. Historic Service Volume**

As reported by the current service provider, the area generated 12,417 emergency and non-

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

emergency incidents in FY 2008-2009 that generated ambulance responses. Of these responses, 9,583 resulted in a patient transport.

**C. Patient Mix**

Patient mix as indicated by current service provider (for both Lake & Sumter County combined) is as follows: 58% Medicare, 8%, Medicaid, 19%, insurance and contracts, and 15% self pay.

---

**III. PROGRAM RESPONSIBILITIES**

---

**A. Scope of Services**

The contractor shall furnish all personnel necessary in the delivery and oversight of emergency ambulance transport service for the entire population of Sumter County. The contractor is also responsible for providing medical direction and clinical oversight for their personnel, for all aspects of EMS delivery. Additionally, the contractor shall furnish stand-by special events coverage, appropriate inter-facility transfer service for transfers originating in Sumter County, EMS transportation for incidents involving transfer to and from aero medical EMS units, reasonable mutual aid services, and comprehensive reporting, as specified in this proposal.

The contractor shall be the County's primary emergency ambulance contractor within the specified service area per Attachment A - Service Area.

**B. Response Time Performance**

Response times are a combination of dispatch operations and field operations. Because this agreement is performance based, the County will not limit the contractor's flexibility in the methods of providing EMS service other than the requirements described herein. However, the County reserves the right to review and approve contractor's deployment plans and encourages a strong and on-going working relationship between County Administration, the Sumter County Fire Rescue, Villages Public Safety Department, Sumter County Sheriff's Office and the contractor. This agreement is based on the contractor's commitment to perform within the response time standards. Appropriate response time performance is the result of a coordinated effort of the contractor's total operation. This system will be based on the contractors' processing requests for service, received through the county's 911 PSAP, and then dispatching resources in accordance with the contractor's deployment plan. Response time shall be measured in minutes and integer seconds, and shall be "time stamped" by the contractor provided ambulance CAD system.

1. Response Time Requirements:

**URBAN**

- a. For each response presumptively determined to be an emergency response (as categorized by National Academies of Emergency Dispatch standards as Echo, Delta, Charlie, or Bravo level calls) the contractor shall place an ALS unit on scene within eight (8) minutes zero (0) seconds for each incident, and at 90 percent reliability for all assignments in the "urban" service area depicted in Attachment A - Urban Service Area.

**SUBURBAN**

- b. For each response presumptively determined to be an emergency response (as categorized by National Academies of Emergency Dispatch standards as Echo, Delta, Charlie, or Bravo level calls) the contractor shall place an ALS unit on scene within

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

eight (8) minutes zero (0) seconds for each incident, and at 50 percent reliability for all assignments in the "suburban" service area depicted in Attachment A - Suburban Service Area.

**RURAL**

- c. For each response presumptively determined to be an emergency response (as categorized by National Academies of Emergency Dispatch standards as Echo, Delta, Charlie, or Bravo level calls) the contractor shall place an ALS unit on scene within eleven (11) minutes zero (0) seconds for each incident, and at 50 percent reliability for all assignments in the "rural" service area depicted in Attachment A - Rural Service Area

With the implementation of this contract, the Contractor shall track response times for "Emergency" responses (those calls which fall into the Echo, Delta, Charlie and Bravo level calls as identified by the NAEMD protocols) at the 70%, 80%, and 90% fractile percentages to establish a history of achievable response times in each of the service areas based on population. The purpose of this is to establish future goals and benchmarks to objectively assess ambulance service performance.

For each response presumptively determined to be a non-life threatening emergency response (as categorized by National Academies of Emergency Dispatch standards as Alpha level calls) the contractor shall place transport capable ALS unit on scene within 20 minutes zero seconds at 90 percent reliability for all service areas depicted in Attachment A - Service Area. Responses to Alpha level calls are made without the use of lights or sirens as determined by MPDS.

Responses for hospital and inter-facility transfers and for special event stand-by will not be included in the "non-life threatening emergency response" category. These events will be tracked separately as they are not generated as, or considered to fall within the emergency response category.

2. Response Time Measurement Methodology: The response time measurement methodology employed can significantly influence operational requirements for EMS systems. The following are applicable:
  - a. Time Intervals: Response times are measured from the time the call is received by the contractor until the contractor's first arriving ALS unit is on scene.

For the purpose of the RFP and the Agreement, the contractor's emergency response times shall be measured from the time the contractor is notified by radio, telephone, data link, or other means that its services are required at a particular location until unit arrival at the incident location by the contractor's first arriving ALS unit.

Arrival at the incident location means the moment a crew notifies that it is fully stopped at the location where the ALS unit shall be parked while the crew exits to approach the patient. In situations where the ALS unit has responded to a location other than the scene (e.g., staging areas for hazardous materials, violent crimes incidents, or non-secured scenes) arrival at scene shall be the time the unit arrives at the designated staging location.

In instances when a unit fails to report "at scene" the time of the next communication with the on scene unit shall be used as the "at scene" time. However the contractor may

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

appeal such instances when it can document the actual arrival time through another means (e.g., communications tapes/logs, etc.).

In order for the County to accurately assess several clinical aspects of EMS, the contractor will also report to communications the following times:

- Time "at patient" — The time when the EMS provider physically arrives at the patient's side, begins assessing the patient or for multi-casualty incidents, the initiation of patient triage.
- Time of "first compression" — When indicated, the time CPR has been initiated on a patient by on-scene personnel.
- Time of "Alert" — When indicated, the time EMS provider notifies of specific patient alert, i.e. "trauma alert", "cardiac alert", "stroke alert", etc.
- b. Reassignments and Cancelled Calls: If an ambulance is reassigned while enroute and prior to arrival on the scene, then the incident response time for the original call and purpose of determining compliance may be claimed as an exception.

The contractor can determine to cancel from a call prior to arrival only in accordance with approved medical protocols and based on information received from first response units on scene. If an assignment is cancelled prior to arrival on the scene, the contractor's compliance will be calculated based on the elapsed time from receipt of call to the time the call was cancelled.

- c. Response Times Outside Designed Service Area Excluded: The contractor shall not be held accountable for emergency response time compliance for any assignment originating outside the limits of the service area. Response to requests for service outside the service area will not be counted in the total number of calls used to determine compliance for the County response times.
- d. Each Incident a Separate Response: Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the first arriving contractor ALS transport unit will be used to compute the response time for the incident.
- e. Response Time Exceptions and Exception Requests: The contractor shall maintain the ability for backup capacity, in order to rapidly put into service reserve ambulance units during periods of high demands or temporary system overload. However, it is understood that from time to time unusual factors beyond the contractor's reasonable control will affect the achievement of the specified response time standards. These situations are limited to severe weather conditions, declared mass casualty incidents, disaster, or other periods of unusually high demand. Exceptions require the approval of the EMS Contract Administrator.

If the contractor feels that any response or group of responses should be excluded from the calculation of the response time standards due to "unusual factors" beyond the contractor's control, the contractor may request an exception. Any such request must be in writing and received by the EMS Contract Administrator or his designee within five business days of the end of each month. If the contractor is in dispute with the findings of the EMS Contract Administrator they may appeal this decision to the County Administrator. Appeals to the County Administrator must be filed within five business days from the date of the EMS Contract Administrator's

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

findings. The determination of the County Administrator shall be final and binding on both parties.

**C. Vehicles, Vehicle Maintenance and Equipment Repairs**

It is the contractor's responsibility to provide ambulances capable of transporting patients receiving ALS care that meet the federal KKK-specifications, and State of Florida minimum standards. The contractor shall also provide all medical and technical hardware and software needed to properly equip each ambulance.

It is the contractor's responsibility to maintain and equip each ambulance in accordance with State of Florida guidelines for ALS transport vehicles. The contractor and its medical director may choose to stock each vehicle with additional equipment, tools, and protective clothing beyond that which is required by state guidelines; such equipment shall be compatible with the county's fire service agencies' equipment.

Vehicle maintenance shall be the responsibility of the contractor in accordance with the warranty maintenance specifications of the vehicle manufacturer. Records shall be kept for all maintenance and repair work and shall be made available to the County upon request. The County expects all ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises its function must be immediately removed from service. All maintenance costs shall be the responsibility of the contractor. Any vehicle repairs, parts replacements, or general up-keep shall be the responsibility of the contractor. Vehicles are to be kept clean and fully stocked. The contractor shall maintain, store, and dispose of all bio-medical equipment and byproducts in accordance with the appropriate state and OSHA guidelines.

1. **Equipment Requirements:** Each ambulance unit shall be equipped with the required medical supplies, medications, bandages, splints, airway and suction equipment, oxygen and other supplies and disposable goods as required by State of Florida guidelines. It is the responsibility of the contractor to maintain sufficient quantities of goods and supplies to adequately stock and re-stock vehicles without interruption of services. The contractor is expected to have additional supplies and equipment in a secure location within Sumter, or contiguous counties, to allow the re-stocking of first line vehicles 24 hours per day, 7 day per week throughout the contract period.
2. **Replacement of Medications and Medical Supplies for Sumter County Fire Rescue and the Villages Public Safety Department:** The contractor shall develop written guidelines for the replacement of applicable medications, medical supplies, disposable splinting materials, and other disposable supplies utilized by Sumter County Fire Rescue and the Villages Public Safety Department in the delivery of patient care. All such supplies, equipment, and medications shall be replaced on a no cost basis to the County or the Villages Public Safety Department. Any such plan must be a community wide plan as defined by, and in compliance with, Medicare regulations. The contractor must also develop a controlled substance storage, distribution, usage, and documentation policy that satisfy any applicable laws and its medical director's policies.

**D. Radio Communications**

Licensed emergency radio frequencies will be made available to the contractor for use for emergency communications and official radio traffic. 911 PSAP services and utilization of the county's licensed radio frequencies will be authorized at no cost to the contractor. The contractor is

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

required to communicate through the County's Communications center, all vehicle movement emergency and non-emergency that would render a response unit unable to respond within their primary response zone.

1. **Medical Priority Dispatching System:** The contractor will utilize the medical priority dispatch protocols and pre-arrival instructions approved by the National Academies of Emergency Dispatch. The dispatch priorities are subject to change by the medical director. Adherence to the dispatch protocol is required. Contractor will establish a Quality Assurance review program to ensure compliance with industry standards.
2. **Computer Aided Dispatch:** The contractor's ambulance computer aided dispatch (CAD) system will be utilized to record dispatch information for all ambulance activities. The ambulance CAD time punching system shall include the date, hour, minutes, and seconds. All radio and telephone communications including pre-arrival instructions and time track shall be recorded and retained for a minimum of 90 days. The ambulance CAD system shall meet the requirements of data reporting as specified herein.
3. **Compatibility with Existing System:** The contractor will ensure its field response units have the capability to communicate by radio with the county's existing first response fire service agencies.
4. **Florida State Requirements:** The contractor will take necessary actions to ensure compliance with all State of Florida Bureau of EMS Communications plan requirements.

**E. Automated Vehicle Locating**

The Contractor shall install Automatic Vehicle Locating (AVL) devices that are compatible with the County's 911 CAD system for the Contractor's assets (ambulances and QRV's) normally assigned to Sumter County. Information provided by this equipment will allow for the more efficient dispatching of County resources by knowing the status/location of contractor's resources available within the county.

**F. Data and Reporting Requirements**

The ability for a community to monitor and evaluate the effectiveness of its EMS delivery system is greatly dependent upon the availability of valid data and statistical analysis that measures system performance including both clinical and financial outcomes. The County requires the contractor to provide detailed and periodic reporting as follows:

1. **Operational Reporting Requirements:** Contractor shall provide within 10 days after the first of each month, reports dealing with its performance during the preceding month as it relates to clinical and operational performance as specified herein. The contractor will rely on its ambulance CAD data in generating its response time reports. At a minimum the contractor will include the following in its operational monthly reports:
  - Total responses
  - Total emergency (911 generated) transports
  - Total patients transported
  - Total responses and transport activity by ambulance unit
  - Total cancelled calls (prior to arrival)
  - Total patient refusals (treatment and transport)

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

- Distribution of responses by time of day and day of week
  - Distribution of incidents by location (ambulance service zones)
  - Description of incidents by call type
  - Summary of patient complaints (by situation found)
  - Response time summary for all responses
  - Response time summary by ambulance service zones
  - Response time summary by ambulance unit
  - Frequency of simultaneous calls for service (countywide)
  - Summary of mutual aid requests (given and received)
  - Summary of call duration (transports and non-transports)
  - Listing of equipment or vehicle breakdown/malfunctions
  - Dispatch Quality Assurance report summary
2. Financial Reports: The contractor shall organize and report its financial records in a manner to facilitate the direct comparisons between dispatch incident numbers and patient account records. The financial records should be provided to the county on a quarterly basis and organized to capture the following:
- Total expenses and revenues
  - Total average charge per patient
  - Total average patient charge for mileage
  - 30, 60, and 90 day Accounts Receivable
    - Distribution of payments by all payment groups (Medicare, Medicaid, private insurance, direct payment, non-collectables/bad debt)
    - Quarterly collection rate (percentage) for all ambulance billings
    - Total of uncollected accounts with 180 days of aging
3. Miscellaneous Recordkeeping: The contractor shall complete, maintain, and as requested by the County provide copies of records including:
- Deployment planning reports
  - Vehicle maintenance records
    - Continuing education and certification records documenting training compliance
    - Annual inventory report of capital assets
4. Electronic Patient Care Reporting (E-PCR): The contractor will, within three months of beginning service, institute and maintain an electronic patient care reporting system which is compatible with Florida Bureau of EMS EMSTARS project.

The contractor will be responsible for assuring that the system is compatible to allow for population of EMS reports by the ambulance CAD system.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

The contractor will be responsible for training all personnel, including the county's first response fire agencies, in the use of the EPCR system.

The contractor will be responsible for the purchase, care, and maintenance of the E-PCR system.

### **G. Coverage and Availability**

These specifications are for a performance agreement. The County neither accepts nor rejects the contractor's level of effort estimates, rather the County accepts the contractor's financially guaranteed commitment to employ whatever level of effort is necessary to achieve response time and performance results required by the terms of the agreement as outlined in these specifications.

1. **Initial Ambulance Coverage Plan:** Notwithstanding the above, the proposals must include descriptions of proposer's initial ambulance coverage plans for the Sumter County service area, the number of ambulance and reserve ambulance units required, supervisory units, personnel and other components that it will utilize to meet the performance standards required herein. Acceptance by the County of the proposer's offer shall not be construed as acceptance of the proposer's performance.
2. **Ambulance Service Zones:** The contractor shall establish a series of ambulance service zones to analyze alarm activities throughout the Sumter County service area. These zones shall coincide with the fire department response areas. Numbering of the service zones shall be consistent with Sumter County Fire Rescue and Villages Public Safety Department station response areas (e.g., Zone 11, Zone 21, Zone 31).
3. **24/7 Coverage:** It is the intent of this proposal to ultimately enter into an agreement with the contractor that ensures the prescribed services will be available on a 24-hour a day basis, seven days a week, and 365 days per year. It is further understood by the contractor that there will be certain periods of time during the year that service demand will exceed the normal daily call volume. During these heightened periods of demand (County cultural and celebration events, man-made or natural disasters, hurricanes, mass casualty incidents, and transportation accidents) the contractor will rapidly increase its staffing and available ambulances in response to these peak demand periods. The contractor is required to provide emergency contact information and maintain the accuracy of this information, in order to contact key personnel during a critical emergency or during disaster situations.

### **H. Integration of the Sumter County Fire Departments as First Responders**

Currently Sumter County Fire Rescue provides BLS service from its responding units. There are several licensed paramedics who are provided medical direction by a contracted physician. Sumter County Fire Rescue will be building the capacity and capability of its fire response network to operate 24/7 with a minimum of one ALS first response fire unit within each of its three battalions. The Villages Public Safety Department currently provides non-transport ALS service from all of its fire stations. Working under the guidance of the county's medical director, and in cooperation with the contractor, the County departments may expand their deployment of paramedics and/or apparatus in accordance with State of Florida licensing guidelines for ALS first response units.

On all incidents, the senior Sumter County Fire Rescue or Villages Public Safety Department officer will be responsible for incident command as espoused by the National Incident

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

Management System (NIMS). The incident commander may, when appropriate, designate the contractor's EMS supervisor or lead paramedic as the *medical group supervisor* based on NIMS procedures. Primary patient care will be the responsibility of the agency that arrives on scene first and initiates patient care. When initiated by fire service personnel, primary patient care may be turned over to the contractor's clinician for continuance of care and transportation. Fire personnel will support the care provided by the contractor on-scene, and when the situation warrants, will accompany ambulance personnel in the ambulance by providing care enroute to the hospital.

### **I. Risk Management and Loss Control Provisions**

The County believes that education and aggressive prevention of conditions in which losses occur, is the best mechanism to avoid injuries to the contractor staff; county personnel and patients. Therefore, the County requires the contractor, at a minimum, to employ the following risk management processes. Pre-screening of potential employees (including drug testing), initial and ongoing driver training using a curriculum equivalent to EVOC, significant event investigations (e.g., motor vehicle accident with injuries or any vehicle accident which requires the towing of the ambulance from the scene of the accident), lifting technique training, hazard reduction training and other training or policy guidelines that are directed towards injury prevention and accident avoidance.

Note: The pre-screening of employees must begin at the initiation of the contract.

The contractor will provide the County an annual report of their risk management activities and adverse events.

### **J. Deployment Planning and Disaster Response**

The contractor shall be actively involved in planning for and responding to any declared or undeclared disaster in the County. Disaster coordination is to be facilitated through Sumter County Fire Rescue, Villages Public Safety Department, and the Sumter County Office of Emergency Management.

1. **Planning Documents:** The contractor is expected to develop, within 90 days of the start of this service contract, a mass casualty incident plan and an emergency disaster plan following the NIMS incident command system guidelines. This plan will be submitted to the County's emergency manager and the fire chiefs for review and incorporation into the County's Emergency Management Plan.
2. **Supervisory Training and Participation in Drills and Exercises:** The contractor's supervisory personnel will be required to complete incident command training and hazardous material training as required by the County. Contractor involvement shall include participation in training, drills and exercise without additional charge to the County. The contractor may be considered for eligible grant funding when applicable, for the above described drills and exercises. Within 30 days of agreement implementation, all EMS providers will be certified in IS-700 and ICS-100. In addition, all supervisory personnel or those designated to act as supervisors will also be certified in IS-800 and ICS-200.
3. **Evacuation Planning:** The contractor is expected to work directly with all local medical facilities, the fire chiefs and the Sumter County Office of Emergency Management in developing a medical facility evacuation plan for Sumter County. This plan is to be developed within 180 days from the start of the service agreement and presented to

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

the County's emergency manager for review and inclusion into the County's Emergency Management Plan.

4. **Performance Criteria During Disaster Situations:** In the event of a disaster within Sumter County or the contractor responds to a disaster in a neighboring jurisdiction, normal operations shall be suspended and the contractor shall respond in accordance with the respective disaster planning document. The contractor shall use the best efforts to maintain primary emergency services in the County. During the period of a declared disaster or MCI, the County will not impose performance requirements for response times and other performance criteria.
5. **Reimbursements for Disaster Related Costs:** Any additional direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties may be invoiced for payment by the County consistent with the then applicable Federal guidelines. This shall not include any cost for maintaining the normal level of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal costs for these non-reimbursed additional disaster services.

**K. Mutual Aid**

The contractor shall enter into mutual aid agreements with other emergency ambulance agencies, provided however that:

1. Any mutual aid provided within Sumter County must be substantially medically equivalent services;
2. The responding entity agrees to the County's EMS system standards including clinical, insurance and other requirements for clinical review; and
3. Written agreements between the contractor and other agencies are to be approved by the County EMS Contract Administrator. The County shall not unreasonably withhold its approval of such agreements.

**L. Service Inquiries and Managing Complaints**

The contractor shall log all inquiries and service complaints, including complaints involving billing and collection issues. The contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitation imposed by patient confidentiality restrictions and HIPAA privacy rules.

The contractor shall on a monthly basis submit to the County a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the contractor's Medical Director within (24) hours.

It is the desire of the County that the contractor notify the EMS Contract Administrator regarding the most egregious or criminal actions that could reflect negatively on the County or its employees. In these situations it is essential that this notification be made as soon as possible and apart from the monthly reporting process.

**M. Prohibition of Contract Transfer without Prior Approval**

The contractor agrees that they will not transfer or assign any provisions of this agreement to another entity or service provider without prior written approval of the County Administrator.

---

**IV. CLINICAL AND EMPLOYMENT PRACTICES**

---

**A. Medical Oversight**

The contractor shall furnish and fund all medical oversight services including the services of a Medical Director for all of contractor's system participants (e.g. Ambulance Personnel, Emergency Medical Dispatchers, and supervisory personnel) through a Florida licensed physician, Board-certified by the American Board of Emergency Medicine, or the American Board of Osteopathic Emergency Medicine, and affiliated with a Central Florida hospital. The County Administrator may grant exceptions to specific board certifications or hospital affiliations.

1. Duties of the Medical Director:

- a. Establish a uniform and appropriate system standard of care.
- b. Review and approve local medical oversight standards and training requirements (including if necessary written and practical test) for contractor's personnel providing care under the Medical Director's authority.
- c. Develop guidelines for on-line medical direction, transport destination policies and use of air medical services in support of the EMS systems mission.
- d. Establish written and on-line (electronic) medical protocols and standing orders necessary in providing oversight for all contractor's personnel in the delivery of pre-hospital emergency medical care.
- e. In consultation with the EMS Contract Administrator the contractor shall develop standards applicable to on-board equipment used in the delivery of Emergency Ambulance services within the service area.
- f. No less frequently than one time every three months, report on the clinical aspects of the quality of care and on the response time performance being provided by the contractor, first responder and priority medical dispatching services.
- g. On an annual basis provide a written annual report to the County on the quality of care and an evaluation of those critical performance measurements of the EMS system.
- h. Monitor all aspects of system performance including clinical quality of care and verification of response time performance reported by First Responders and the contractor.
- i. Attend meetings with the administrators of the Emergency Department of the area hospitals in order to obtain insight and direct feedback from the primary medical receiving unit regarding the medical care that is being delivered by the system providers.
- j. Provide consultation to the County's EMS Contract Administrator regarding requests by the contractor for relief from response time compliance in accordance with applicable provisions for relief in the agreement.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**B. Personnel Qualifications and Staffing**

All Ambulances rendering services under this Agreement shall be staffed and equipped to render ALS level care. The paramedic shall be the primary caregiver for all emergency patients and shall accompany all patients in the back of the ambulance during any patient transportation except as otherwise permitted under medical control protocols.

1. **Minimum Staffing:** The contractor is required to staff a minimum of one (1) EMT-P and one (1) EMT-B. At the contractor's option the requirement for EMT staffing levels on any units may be enhanced to higher levels of training without obligation to the County.  
  
During County declared emergency situations, the contractor may be permitted to staff extra BLS ambulances that are staffed with at least two (2) EMT-Bs
2. **Qualifications:** Personnel will be appropriately certified or licensed by the State of Florida and their functional privileges will be specifically authorized by the contractor's Medical Director in accordance with medical oversight policies.
3. **Professionalism:** The County expects and requires professional and courteous control and appearance at all times from the contractor's ambulance personnel, supervisors, middle managers and top executives. The contractor shall address and correct any occasional departure from this standard of conduct.
4. **Employment Practices and Background Checks:** All persons employed by the contractor shall undergo a criminal record check conducted by the contractor. It is the County's intent in requiring a criminal record check that the contractor is aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. This should include, at a minimum convictions related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse, and spousal abuse. The contractor must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses. The contractor shall provide the County with its specific policies concerning sexual harassment. In addition, the contractor shall provide as part of this proposal its employment policies relating to the hiring of employees with felony and misdemeanor convictions. The contractor shall not employ or retain any employee whose Florida drivers' license is revoked or currently suspended.
5. **Key Personnel:** The County will, in part, base the award of the agreement upon the qualifications of the organization and upon the qualifications of its key personnel. The contractor will be expected to furnish the personnel identified in the proposal submitted and throughout the term of the agreement. The contractor is expected to furnish the same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prevent "bait and switch" bidding practice whether intended or not.
6. **Experience:** The County will, in part, base its award on the experience of the provider and key staff personnel in administering, managing, and operating a 911 emergency transport system.

**C. OSHA and Other Regulatory Compliance**

It is the County's expectation that the contractor will adopt procedures specifically for the Sumter County contract that will meet or exceed the regulatory requirements for occupational

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

safety and health including but not limited to infection control, blood borne pathogens and Tuberculosis. These precautions shall be designed for both the safety of ambulance personnel and Sumter County Fire Rescue and Villages Public Safety Department first responders. Additionally, such measures would include, but not be limited to written procedures and directives, universal precautions, periodic training and safety alerts, annual medical screenings and the wearing of personal protection equipment. The Contractor shall insure adherence to all Health Insurance Portability and Accountability Act (HIPAA) guidelines.

**D. Discrimination Prohibited**

Throughout the performance of this agreement, the contractor agrees that it will comply with all applicable provisions of federal, state and local laws and regulations prohibiting discrimination. Specifically, the contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated hereunder. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation or age.

**E. Establish a Drug-Free Workplace**

The contractor agrees, in accordance with Florida laws, to establish a Drug-Free workplace within its Sumter County operations. These guidelines will include, but not be limited to;

1. A published statement notifying employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform the employee about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon the employees for drug abuse violations.
3. Give each employee a copy of the statement specified in Paragraph 1.
4. Impose a sanction on, or require satisfactory participation in a drug assistance or rehabilitation program, by any employee convicted of a drug related crime or determined to be in violation of the contractor s' drug and alcohol control policy
5. At the beginning of the contract period have a drug-testing program in effect that addresses both pre-employment drug screening and the periodic testing of employees.

---

**V. FINANCIAL AND ADMINISTRATIVE PROVISIONS**

---

**A. Term of Contract and Renewal Provisions**

The initial term of the Agreement ultimately executed by the contractor shall be for a period of three (3) year beginning October 1, 2010. The County may offer, at its sole option, and based in part upon the contractor's superior performance two (2) twenty-four (24) month renewals. The offer of extension shall be for one 24-month extension after the completion of the initial three (3)-year contract period and then a second 24-month extension at the completion of the first 24-month extension period. Each extension will be considered independent of the other and will be offered at the sole option of

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

the County. If the County determines that an extension of the contract is warranted, such offer shall be made at least six months prior to the scheduled end of the term of the Agreement or previously granted extension. After the County's notification to the contractor of its intent to extend, the contractor shall decide within 60 days if it intends to accept the invitation to extend the agreement.

**B. Methods and Form of Compensation**

The contractor receives a variety of compensation for providing services. The following are the specific types of compensation available to the contractor in this procurement:

1. **Market Rights:** The County, except as otherwise outlined in these specifications, shall utilize the contractor as the primary provider of emergency and appropriate inter-facility ambulance transport services within the defined service area boundaries.
2. **User Fees:** The primary financial compensation for the contractor for the services rendered under this RFP will be from funds received for fee-for-service billings and collections and contractual arrangements with insurance organizations and other payers.
3. **Local Subsidy:** The County desires a no subsidy agreement; however, the Sumter County Board of County Commissioners may include into this agreement a final subsidy/user fee mix if deemed appropriate.
4. **First Responder Assistance:** The contractor shall have the benefit of BLS and ALS level first responder services throughout the entire service area. If the County agrees to provide the contractor a monetary subsidy, the County may negotiate a fee for; fire department first response, on-scene assistance, and/or transportation assistance.
5. **Extensions:** By furnishing services that are determined by the County to be clinically superior to the requirements of this specification, the County may grant certain rights to extensions.
6. **Return of Equipment:** The contractor agrees to return any County issued equipment, vehicles, and radios in good working order at the termination of the agreement. For any equipment not returned at the conclusion of the term or for any equipment returned damaged or otherwise unusable, except for normal wear and tear, the County shall repair or replace the said equipment at the contractor's expense.
7. **Term of Offer:** The term of the proposers offer shall be in effect for at least 180 days from the closing date of this request for proposals.

**C. Ambulance Fees and Guidelines for Rate Increases**

The contractor shall be entitled to charge patients for the services rendered according to the patient fee schedules included and proposed by the contractor as part of this procurement process. The proposed rate schedule shall be in effect for the initial 12 months of operations and shall not be increased during this timeframe. All emergency transport rates shall be based on the patient condition or the services rendered. There is no intent on the County's part to require ALS care on every situation found.

The contractor shall provide as part of their proposal a comprehensive rate schedule for all services, materials, medications, and other actions or items that may be billed to a patient in the course of their treatment and transport. The contents and description of the "Proposed Rate Schedule" shall include, but not be limited to the following:

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

- Whether a "bundled or unbundled" rate structure is being proposed.
  - Single Base Rate Charge and what items are included and excluded from the base charge.
  - If "unbundled", a complete schedule of charges for medical supplies, equipment, procedures or other services that may be charged to the patient.
  - Oxygen charge
  - Mileage charge
  - Emergency stand-by charge at special events
- Disclosure of Fee Schedule: It is the County's desire to provide complete disclosure of all charges and fees associated with the delivery of ambulance services. As such the contractor shall establish as part of this proposal its full and complete rate schedule for all services and charges. These charges shall be posted at the contractor's business office, be made available as a handout to all patients and/or family members, and be posted on the contractor's web page. The contractor may not deviate or alter the established fee schedule without prior written authorization by the Sumter County Board of County Commissioners.
- Rate Increases: The contractor may request a rate increase after the initial 12 months of operations and base this requests on market factors, collection rates, and inflationary impacts in the Sumter County area. Request for rate increases are to be made in writing to County's EMS Contract Administrator. The contract administrator shall investigate the situation and make a recommendation to the Sumter County Board of County Commissioners. All changes to ambulance rates are made by the Sumter County Board of County Commissioners. Any contract rate structure increase shall be in effect for a minimum of 12 months. In no instance may the contractor request more than one rate increase within any consecutive 12 month period.

**D. Billing System and Access to Information**

The contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner. The County's goal is for the contractor to collect the maximum amount available from patients and third party payers, without unduly pressuring those who legitimately cannot pay.

The proposer must fully outline its billing and collection policies and procedures in its proposal. This should include samples of invoices, reminders, telephone collection methods, and handling accounts turned over to collection. Policies about acceptance of assignment and write-off should be specifically addressed.

1. Local Access: A specified local phone number for inquiries from patients and third party payers shall be provided by the contractor for patient's use.
2. Web Page Access: The contractor shall provide billing and payment information in a web based format. Patients shall have the opportunity to make inquiries, access service fees and locate company contact information.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

3. On-scene Collection Prohibited: For services provided within the Sumter County service area, the contractor shall not engage in on-scene collection for local services at scene, enroute, or upon delivery of the patient at the receiving medical facility.
4. Third-Party Billing and Collection: The contractor may engage, at its sole expense, a third-party agent to provide EMS billing and collection services.
5. Audits and Inspections: The contractor shall provide the County with an annual audited financial statement prepared by an independent public accounting firm in accordance with generally accepted accounting principles consistently applied. Statements shall be available within 150 days of the close of each fiscal year. If the contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income shall be subject to the independent auditor's opinion.

At any time during normal business hours and as often as may be reasonably deemed necessary, County representatives may observe the contractor's office operations, and the contractor shall make available to the County for its examination any and all business records, including incident reports, patient records, and financial records of the contractor pertaining to the agreement. The County may audit, request a subsequent audit or a special audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, accounts receivable, inventory, personnel, and other records, daily logs, employment agreements, and other documentation for the County to fulfill its oversight role.

A County representative may ride as a "third-person" on any of the contractor's ambulance units at any time, provided, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with the contractor's employees' duties, and shall at all times be respectful of the contractor's employer/employee relationship.

#### **E. Insurance Requirements**

At the time that this contract is awarded and throughout the term of the Agreement, the contractor shall meet or exceed the following requirements.

1. Prior to the time the contractor is entitled to commence any part of the project, work or services under the Agreement, contractor shall procure and maintain the minimum insurance coverage and limits as provided herein. Said insurance shall be evidenced by delivery to the County (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to the County and licensed or permitted to write insurance by the Florida Department of Insurance, listing coverage and limits, expiration dates and terms of policies, and listing all carriers issuing or reinsuring said policies; and (b) a copy of each policy, including all endorsements. Insurance requirements shall remain in effect throughout the term covered in the Agreement and any extensions.
  - a. Commercial General Liability insurance, including but not limited to, contractual, liability assumed under the Indemnity provisions of this Agreement, premises, operations, products, completed operations, personal injury, and advertising injury. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage combined single limits; and \$2,000,000 aggregate. The insurance shall include legal liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

- b. Professional Medical Malpractice insurance (ambulance attendants malpractice, including Sumter County Fire Rescue, Villages Public Safety Department and Sumter County Sheriff Department first responders) including errors and omission with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis.
  - c. Workers compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury by disease.
  - d. Commercial automobile liability-bodily injury, property damage and collision covering all vehicles used under the Agreement for owned, hired and non-owned vehicles provided by the County or others, with limits of not less than \$1,000,000 combined single limits bodily injury and property damage. Policy shall include coverage for loading and unloading hazards unless covered under the general liability or professional liability above. Contractor shall provide coverage regardless of actual vehicle ownership
  - e. Uninsured and underinsured motorist coverage of at least \$300,000 shall be provided. "Umbrella" coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a form following basis.
2. Endorsements Required: Each insurance policy shall include the following conditions by endorsement to the policy:
- a. Each policy shall require that 30 days prior to its expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be sent to the County at its address of record by the insurer. Contractor shall notify the County in a like manner within 24 hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by the contractor from its insurer; and nothing shall absolve the contractor of this requirement to provide notice.
  - b. Companies issuing the insurance shall have no claims against the County for payment of premiums, assessments or deductibles, which are the sole responsibility and risk of the contractor.
  - c. Except for worker's compensations coverage, all such policies shall name the County, its officers, employees, and the medical director, as additional insured.
3. All insurance shall be maintained with companies:
- a. Holding a "general policy holders rating" of "A" or better, as set forth in the most current issue of "Best Insurance Guide," the successful rating of "A" or comparable rating from reputable rating organizations;
  - b. Licensed or permitted to operate in the State of Florida; and
  - c. In good standing with the Florida Department of Insurance or similar agency.
4. Self-insured Risk: Any program of self-insurance risk employed by the contractor shall be subject to prior approval and ongoing monitoring by the County and their legal counsel. In addition to any assurances required by the County under this provision, as initially agreed prior to final award of the Agreement, the following items shall, at a minimum, be met by the County's satisfaction:

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

- a. Potential fiscal liability associated with the risk to be assumed by the contractor must be reasonable and limited to an amount which would, if realized, not impair contractor's ability to performance obligations under the Agreement:
  - b. The coverage contemplated shall at a minimum be equivalent to the coverage required under paragraph 1 above.
  - c. Throughout the term the County shall be immediately notified of any major claims, the amount reserved against potential claims, or other program changes, which may adversely affect the contractor's ability to provide insurance against the risk as required in the Agreement.
  - d. The self-insured program meets and complies with all applicable laws and regulations.
5. Indemnification: The contractor (as indemnitor) will be required to indemnify, save, and hold the County, its officers, and employees, agents, successors and assigns (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and omissions of the contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damage to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interests levied, and other charges levied by other federal, state and local government agencies on the County by reasons on the contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is limited; provided, however that the indemnity is not intended to cover claims against the County arising solely of County's own negligence or intentional misconduct. For purposes of this section, the term the County shall include County officers and its employees.

The following provisions shall control the indemnity provided hereunder:

- a. Indemnity Defense: The contractor, at its cost and expense, shall fully and diligently defend the County against any claims brought, investigations undertaken, or actions filed which concern claims for which the County is indemnified. The contractor may employ qualified attorneys of its own selection to appear and defend the claim or action on behalf of the County upon County approval. The contractor acting in good faith and in the best interest of the County, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the County so long as such compromise or settlement does not impose a liability on the County not fully covered and satisfied by the indemnity provided by this section or, in the County's judgment, subject to any material adverse order, judgment, decree which impairs its image or ability to operate its business as previously conducted. Otherwise, the County reserves the exclusive right to reject any such compromise or settlement and prosecute the claim, compromise or settlement. The contractor shall inform the County, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of the County and its legal counsel.
- b. Reimbursement for Expenses: The contractor shall reimburse the County for any and all necessary expenses, attorney's fees, interest, penalties, expert fees, or costs incurred in the enforcement of any part of the Agreement 30 days after receiving notice that the County has incurred the said costs.
- c. Cooperation of the Parties and Notice of Claim: The contractor and the County shall provide the other prompt written notice of any such audit or review of any actual or threatened claim, or

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

any statement of the fact coming to the party's attention which is likely to lead to claim covered by the indemnity. Each party agrees to cooperate in good faith with the other and respond to any such audit or review and defending any such claim.

**F. Federal Employer Identification Number and Corporate Identification**

The contractor shall provide all vital and accurate information relating corporate information as registered with State of Florida, the Florida Department of Business and Professional Regulations, and the federal government. Such information shall include at a minimum but not limited to the following:

- Name of corporation
- Type of corporation
- Authorization to transact business in Florida
- Registration of any fictitious names
- Names of officers
- Corporate address
- Federal identification number
- Contact person for company
- Name and title of person authorized to sign legal documents on behalf of the company

**G. Sworn Statement Regarding Public Entity Crime**

The contractor shall provide as part of its proposal a sworn statement in accordance with Paragraph 287.133(1)(g), Florida Statutes, indicating any violation of state or federal law by a person affiliated with the contractor's company or corporation, with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any state of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**H. Demonstration of Financial Depth and Stability**

Proposers shall provide documentary evidence, which clearly documents the financial history of the organizations and demonstrates that the proposer has:

- The financial capacity to handle the expansion (including implementation and start-up costs) necessitated by the award of the Agreement.
- Proposers shall include copies of its financial statements for the most recent two-year period. Audited financial records are preferable. If audited financial records are unavailable, proposer must provide un-audited financial statements supported by federal tax returns. In cases where the proposer is forming a new entity, the financial records of the parent company shall be available for review.
- Has expertise in billing Medicare-Part B and other 3rd party payers of ambulance services (or contracts with a third-party agency with necessary expertise).

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

- Proposer shall provide information, which demonstrates a clear and convincing capability to implement and manage a billing and collection system. The proposer should include information about what steps, policies, procedures, training, equipment and management techniques would be utilized on award of the Agreement.
- Has the ability to secure insurance coverage's required under this procurement. Any existing self-insurance plan used for the purpose of qualification must substantially meet the requirements set forth in the RFP.
- Proposer shall detail any and all notifications of pending insurance (separate listing for auto and professional liability) claims, investigations, and settlements including both status and resolution.

**I. Default and Termination of Agreement**

If conditions or circumstances, constituting a default as set forth in this section exist, the County shall have all rights and remedies available at law in equity under the Agreement, specifically including the right to terminate the Agreement, the right to pursue the contractor for damages and the right of emergency takeover as set forth in Section J. All the County's remedies shall be non-cumulative and shall be in addition to any other remedy available to the County. Conditions and circumstances, which constitute default of the Agreement, shall include the following:

1. Failure of the contractor to operate the EMS system in a manner which enables the County and the contractor to remain in compliance with federal state or county laws, rules, or regulations, medical control policies and/or related rules and regulations adopted pursuant thereto;
2. Failure of the contractor to meet system standards of care established by the medical director;
3. Falsification of information supplied by the contractor during or subsequent to this procurement process;
4. Failure of the contractor to provide data or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, performance measurements, financial data or falsification of any other data under the agreement;
5. Failure of the contractor to maintain equipment in accordance with the manufacturer recommended maintenance practices;
6. Failure of the contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
7. Failure of the contractor to comply with the approved rate regulation, billing or collection provisions of the Agreement;
8. Contractor makes an assignment for the benefit of creditors, files a petition of bankruptcy, is adjudicated insolvent or bankrupt, petitions to apply for any custodian, receiver or trustee for a substantial part of its property, commences and proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction;
9. Failure of contractor to cooperate with and assist the County after a default has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond contractor 's reasonable control;

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

10. Acceptance or payment by contractor or any of contractor 's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of contractor or contractor 's employees could reasonably be construed as a violation of federal, state or local law;
11. Failure of contractor to maintain insurance in accordance with the Agreement;
12. Chronic failure of contractor to consistently meet response time requirements as set forth in the Agreement;
13. Failure to submit audited financial statements prepared by a certified public accountant or public accounting firm within the specified time frame under the terms and conditions outlined in the Agreement;
14. Any other failure of performance, clinical or other system standards of care as required in the Agreement and which is determined by the Sumter County Board of County Commissioners to constitute a default or endangerment to public health and safety.
15. Restriction, suspension, or revocation of operating licenses or certifications imposed by Sumter County or the State of Florida.
16. Contractor debarment by Centers for Medicare and Medicaid Services (CMS).

**J. Provisions for Curing Default and Emergency Take Over**

In the event the County Administrator determines that there has been a material breach by the contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such default shall constitute a default of the Agreement. In the event of a default, the County shall give the contractor written notice, delivered in-person to the contractor's local address, setting forth with reasonable specificity the nature of the default. Contractor shall have the right to cure such default within 5 calendar days of receipt of such notice and the reason such default endangers the public's health and safety. Within 24 hours of receipt of such notice, contractor shall deliver to County, in writing, a plan of action to cure such default. If the contractor fails to cure such default within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of County) or contractor fails to timely deliver the cure plan to the County, County may take-over contractor 's operations. Contractor shall cooperate completely and immediately with County to affect a prompt and orderly transfer of all responsibilities to County.

To accomplish continuous delivery of service, the County may, in exercising an emergency take-over, take possession of all of the contractor's equipment, facilities, and records used in the performance of the Agreement. The County may retain possession of said equipment, facilities, and records until such items can be acquired by County or another contractor is engaged to perform the service. Should the County exercise this option, it shall pay the contractor the reasonable rental value of such equipment and facilities during the time they are used by the County. Liability of the County to the contractor for this period will be that of a service for hire, with ordinary wear and tear specifically exempt from such liability.

The contractor shall not be prohibited from disputing any such finding of default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. Nor shall such dispute by contractor delay the County's access to the funds made available by the surety bond. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

protection of public health and safety, and any legal dispute concerning the finding that a default has occurred shall be initiated and shall take place only after the emergency take-over has been completed, and shall not under any circumstances delay the process of an emergency take-over or the County's access to performance security funds as needed by the County to finance such take-over of operations.

Contractor's cooperation with and full support of such emergency take-over, as well as the contractor's immediate release of performance security funds to the County shall not be construed as acceptance by the contractor of the findings and default, and shall not in any way jeopardize contractor's right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of the contractor to cooperate fully with the County to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of default by the County was made in error.

In accordance with Florida Statute 255.05 the Sumter County Board of County Commissioners will require a Performance Bond from the contractor. The contractor shall post a surety bond of \$1,000,000 that may be accessed by the County to cure any default caused by the contractor. The bond will be posted with an established Bonding Agency licensed to do business in the State of Florida. "Performance Bond" means a bond of a Contractor/Vendor in which a surety guarantees to the Sumter County BOCC that the work/services will be performed in accordance with the Contract documents and may, at the discretion of the County, include a letter of credit issued by a financial institution. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1, annually, as amended. Any and all costs associated with obtaining a performance bond shall be borne by the proposer. Upon declaration of default, the contractor shall not interfere or take legal action to prevent access to the bond.

**K. "Lame Duck" Provisions**

Should contractor fail to prevail in a future procurement cycle, contractor shall agree to continue to provide all services required in and under the Agreement until the new contractor assumes service responsibilities. Under these circumstances contractor will, for a period of several months, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions shall apply:

1. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
2. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting contractor service and operating cost to maximum profits during the final stages of the Agreement;
3. County recognizes that if a competing organization should prevail in a future procurement cycle, contractor may reasonably begin to prepare for transition of service to the new contractor. County shall not unreasonably withhold its approval of contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair contractor's performance during this period;

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

4. During the process of a subsequent competition conducted by County, contractor shall permit its non-management personnel reasonable opportunities to discuss with competing organizations the issues related to employment with such organizations in the event contractor is not the successful proposer. Contractor may, however, require that its non-management personnel shall refrain from providing information to a competing organization regarding contractor's current operations, and contractor may also prohibit its management level personnel from communicating with representatives of competing organizations during the competition. However, once County has made its decision regarding award, and in the event contractor is not the winner, contractor shall permit free discussion between any County-based contractor employee and the winning proposer without restriction, and without adverse consequence to any County-based employee.

**L. Penalties for Contract Violation**

In order to provide quality EMS care and maintain a successful relationship between the County and the contractor, the County must strictly enforce all parts of the agreement. The County will cite the contractor for any violation and assess a penalty, either monetary, performance, abatement or a combination thereof. During County declared emergencies, the EMS Contract Administrator may suspend time-based performance requirements. The contractor's payment of monetary fines shall in no way impair or prejudice any right or remedy available to the County with respect to such default.

Penalties for the violations will include:

1. Failure to be enroute to an emergency within three minutes: \$100 per incident
2. Failure to respond to an emergency incident: \$1,000 per incident.
3. Failure to respond at the ALS level: \$500 per incident.
4. Failure to meet the 90th percentile response time standards in each designated urban response zone: first occurrence \$2,500 per zone/per month; second occurrence \$5,000 per zone/per month; third occurrence \$10,000 per zone/per month plus possible default action. Occurrences start again each fiscal year.
5. Failure to meet the 50th percentile response time standards in each designated Suburban and Rural response zone: first occurrence \$2,500 per zone/per month; second occurrence \$5,000 per zone/per month; third occurrence \$10,000 per zone/per month plus possible default action. Occurrences start again each fiscal year.
6. Failure to implement a comprehensive risk management plan: \$2,500 for each month in non-compliance. After three months, the County may begin the default procedure.
7. Failure to submit the required quality management reports: \$1,000 plus \$500 per day, for up to 30 days.
8. Lapse or suspension of any required insurance: \$2,500 plus \$1,000 for each day until resolved.
9. Any restriction, suspension, or revocation of the contractor's license or permits by the State government: \$10,000 in addition to possible default actions.
10. Violation of the "lame duck" provisions: \$2,500 per day until abated.
11. Debatement by any CMS program (Medicare or Medicaid): \$25,000 in addition to possible default actions.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

12. Intentional falsification of a patient care report, Quality Assurance Report or billing request: \$1,000 per event
13. Failure to initiate an E-PCR system within 3 months of contract initiation: \$2,500 plus \$1,000 per month.
14. Other violations not listed above: violation notice but no monetary penalty. May be used as a basis to decide whether to approve automatic contract renewal.

**M. Issuance of Violation Notice**

The County EMS Contract Administrator or the Office of the County Administrator will be responsible for issuing violation notices to the contractor:

**N. Actions upon Receiving a Violation Notice**

1. Violation notices will be sent on a standard form by either first-class mail, or hand delivery.
2. Upon receiving the form, the contractor may take the following actions:
  - a. Pay the proposed fine and complete any abatement required. Payment must be made to the Sumter County BOCC and any abatement must be completed within 30 days of violation notice issuance.
  - b. Appeal the fine or abatement action.
  - c. Request to initiate the Alternative Dispute Resolution section of the contract. This must be agreed to by the County and the contractor as described below.
3. To appeal, the contractor shall note their intention on the violation notice and forward it to the County's designated EMS Contract Administrator within 15 days of receiving the violation.
4. The EMS Contract Administrator will schedule an in-person hearing for each violation. The administrator may choose to hear all cases within one day each month.
5. The contractor may attend the hearing and present evidence or witnesses to answer the violation notice.
6. Within five days of the hearing, the County Administrator will issue a written decision to the contractor. The County Administrator may take the following actions:
  - a. Dismiss the violation
  - b. Sustain the violation and order abatement but suspend any monetary penalty
  - c. Sustain the violation and impose a penalty up to the designated fine
  - d. When applicable, order the beginning of default procedures
7. Except as designated within the agreement, the County Administrator's decision is final.
8. If the designated EMS Contract Administrator is unavailable, or at his discretion, recuses from hearing the case, the County Administrator or his designee will substitute as the hearing officer.
9. Hearing timelines may be modified by agreement of the County and the contractor.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

Timelines or any procedural issues listed above will not stop the County from taking any emergency action necessary to keep its EMS system performing.

**O. General Provisions**

1. **Assignment:** The contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the County shall not convey any rights to the assignee. Any change in contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking.
2. **Permits and Licenses:** The contractor shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under the Agreement. In addition, the contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used. It shall be entirely the responsibility of the contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that the contractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services. The contractor shall be responsible for ensuring that its employees' state and local certifications and licenses as necessary to provide the services, if applicable, are valid at the beginning of the contract period, and are valid and current at all times throughout the contract period.
3. **Compliance with Laws and Regulations:** All services furnished by the contractor under the Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including HIPPA and the American Recovery and Reinvestment Act. It shall be the contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under the Agreement, and to maintain compliance with those applicable standards at all times. Furthermore, the contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by the medical director.
4. **Product endorsement/advertising:** The contractor shall not use the name of the County or the county's fire agencies for the endorsement of any commercial products or services without the expressed written permission of the County.
5. **Omnibus Provision:** Contractor understands and agrees that for four years following the conclusion of the Agreement it may be required to make available upon written request to the secretary of the U.S. Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.
6. **Warranty Regarding Consideration and Procurement:** Proposer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the proposer to procure or solicit a Agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the proposer, any fee, commission, percentage, brokerage fee, gifts, or

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

other consideration contingent upon or resulting from this procurement. Further, proposer represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of the resulting Agreement.

7. Relationship of the Parties: Nothing in the Agreement resulting from this RFP shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.
8. Rights and Remedies Not Waived: Contractor will be required to covenant that the provision of services to be performed by the contractor under the Agreement shall be completed without further compensation than that provided for in the Agreement. The acceptance of work under the Agreement and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Agreement. In no event shall payment of consideration by County constitute or be construed to be a waiver by County of any default or covenant or any default by contractor. County's payment shall in no way impair or prejudice any right or remedy available to the County with respect to such default.
9. Consent to Jurisdiction: Contractor shall consent to the exclusive jurisdiction of the courts of the State of Florida or a federal court in Florida in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Sumter County, Florida.
10. End-term Provisions: The contractor shall have 90 days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.
11. Notice of Litigation: Contractor shall agree to notify County within 24 hours of any litigation or significant potential for litigation of which Contractor is aware. Further, contractor will be required to warrant that it will disclose in writing to the County all litigation involving the contractor, contractor's related organizations, owners, and key personnel.

---

## **VI. SUBMISSION AND REVIEW OF THE RFP**

---

### **A. General Submission Information**

1. Procurement Time Frames: The schedule for the Sumter County Emergency Ambulance Service procurement is outlined above (Section 1,D), Failure to comply with any time frames outlined in the procurement schedule may result in automatic disqualification of the proposer.
2. Cost of Participation: All costs of participation in this procurement process shall be borne by the proposer. The County reserves the right to reject all proposals.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

3. Authority to verify credentials and proposal submissions: proposer shall submit executed notarized "investigative authorization forms" for the company(s) whose credentials are submitted for review and for owners, officers, and key personnel. If the company is a publicly held corporation, only the company release form and personal release forms of managers and key personnel who would be involved in the fulfillment of the Agreement or in the preparation of the proposal need be submitted.
4. Own Expertise and Judgment Required: Each proposer is specifically advised to use its own best expert and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance required under the Agreement. By "methods" the County means, compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which taken together, comprise each proposer's strategies and tactics for accomplishing the task. The County recognizes that different proposers may employ different production methods, perhaps with equal success. By allowing each proposer to select, employ, and change its production methods, the County hopes to promote innovation, efficiency, and superior levels of performance.
5. Estimated Business Volumes and Payer Distributions: The County specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, payer mixes, or frequency of special events coverage that may be associated with this procurement. Any and all historical data on past volumes of business within the County are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.
6. Exceptions: Proposers taking material exception to the County's specifications shall be disqualified. The purpose of submittal of written questions is to provide clarification of the RFP and its specifications before submission of proposals. If your organization has questions regarding the RFP and its specifications, submit your request for clarification at or before the question submittal deadline to obtain a ruling on the matter before submitting the proposal.
7. Official Contacts Only/Requirement to Disqualify: Proposers are advised that all correspondence regarding this procurement should be made in writing to Sumter County, Ms. Amanda Taylor, Purchasing Agent, 910 N. Main Street, Bushnell, FL. 33513 Answers to substantive questions raised by any proposer shall be sent in written form to every proposer. Any information obtained by proposers from any source other than written communication from the purchasing agent should be considered unofficial and quite possibly in error. All proposers hereby agree that the County shall retain one complete set of all submitted materials for its files and two sets of the winning proposal for its records. If the proposers desire other copies be returned it shall advise County in writing of such request, and all material, except as defined above, shall be returned.
8. Proposal Deposit required: No deposit is required.
9. Sealed Submission: Each proposer should submit original, so marked, 10 paper copies, and 10 electronic CD-ROM versions of its proposal signed by the proposers contractually binding authority. All proposals must be sealed and labeled on the outside of the sealed container to show the following: "Sumter County Emergency Medical Services Proposal"; name of proposer; address of proposer; and name of primary contact person. Submissions must be received at the Sumter County Purchasing Office, 910 N. Main Street, Bushnell, FL 33513 no later than the time and date specified herein.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

**B. Mandatory Table of Contents**

In order to ensure that the evaluation of proposals is as equitable as possible, all proposals shall be submitted in the following format: order and numbering conventions should be consistent with the required table of contents. The proposals will be reviewed in comparison with other proposer's offerings for each section identified.

I. Introduction

- A. Description of the Proposed Organizational Structure
- B. Contractor Deployment Plan
- C. Characteristics of a High Performance EMS Model

II. Clinical Performance

- A. Medical Director Credentials/Experience
- B. Suggested Medical Protocol Compliance Process
- C. Clinical Credentials of Field Personnel
- D. Medical Equipment and Supplies
- E. Financial Reserve for Clinical Upgrades
- F. Quality Improvement Program Processes
- G. In-service Training
- H. Employee Recruitment, Screening and Orientation
- I. Incorporation of area hospitals in Service Delivery Model

III. Human Resources

- A. Employee Work Schedules
- B. Health and Safety Programs
- C. Re-employment of Current Workforce

IV. Customer Service Monitoring and Development

- A. Program Development
- B. Mechanisms, Record Keeping and Time Frames for Resolution of Customer Service Inquiries (non-billing)

V. Fleet and Equipment Issues

- A. Number of Vehicles Needed
- B. Ambulance and Equipment Maintenance Practices
- C. Equipment Replacement

VI. Billing and Collection

- A. Billing Processes to Maximize 3rd Party Payments

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

- B. Mechanisms, Record Keeping and Time Frames for Resolution of Customer Service Inquiries (billing)
  - C. Examples of Transport Collection Audits
- VII. Organizational Experience and Key Personnel
- A. Experience Providing Similar Service
  - B. On-Site and Off-Site Personnel
- VIII. Administrative/Financial
- A. Transition Plan/Schedule
  - B. Provision of Insurance
  - C. Method of Providing Required Reporting for Performance Measurements
  - D. Delineation of Ambulance Service Zones
  - E. User Fee Information
  - F. Term of Offer
  - G. Proposed Design of Company Web Page
  - H. Justification for subsidy (if necessary)
  - I. Demonstrated financial capabilities to complete performance requirements

**C. Review of Proposals**

During the review phase, proposals are reviewed by selected staff to ascertain which proposals address all requirements of the RFP and to prepare technical and financial analysis to document the adequacy of proposals. Proposals determined to be technically non-responsive shall be eliminated. Once the qualified proposals have been determined, oral presentations may be required by the County staff from the selected proposers to clarify specific matters presented in the proposals.

1. Investigations of proposers' submissions and services may be conducted as deemed necessary by the County. This could include a site visit should one be required.
2. Oral presentations may be required by staff and/or the Sumter County Board of County Commissioners. These presentations will be conducted in the County at a time and place prescribed by the County.
3. The proposal review team may request additional information to clarify specific contractual matters.

**D. Review Criteria**

The County will utilize a Proposal Review Committee to evaluate each proposal. The Committee may interview bidders in the process of ranking the proposals that will ultimately provide their recommendation to the County Administrator. The County Administrator will present the recommended proposal to the Sumter County Board of County Commissioners, who shall have the final authority in entering into a contract agreement with the proposed vendor. The County reserves the right to accept or reject any proposal.

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

The County may conduct investigations of the proposers' submissions and claims as it deems necessary. Furnishing false or misleading information during the proposal process may constitute a breach of contract and/or reason for rejection.

Proposers may be requested to give presentations and answer questions on their proposals to the Proposal Review Committee. Presentations will be limited to a maximum of one hour, although the proposal itself should include all elements required. Presentations will be followed by a question and answer session.

All information requested from the proposers for inclusion in the proposal is important. In order to provide some indication of the relative importance of each section the following percentages of weighting is provided:

Approach to System Design .....	20%
Clinical and Employment Practices .....	20%
Financial Capabilities/Administrative and Report Practices.....	25%
Past Experience of Provider and Key Personnel .....	25%
References .....	10%

Each proposal will be reviewed to determine if the proposer can meet the County's requirements as set forth in the RFP. The proposer must demonstrate that each requirement is met. Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient.

Each proposer may ask for an exception from specific requirements. The reason for each exception must be included in the proposal and the County is under no obligation to grant any exception.

The Proposal Review Committee will develop a rating system that may or may not contain a point system. Each reviewer shall rank each proposal according to the individual reviewer's judgment as to the relative merits of the competing proposals.

The Proposal Review Committee will rank those proposals that meet the minimum qualification in order by score and forward a list of up to three proposals to the County Administrator. The County Administrator will choose from the list of qualified proposals and may recommend a primary and back-up proposal to the Sumter County Board of County Commissioners. The decision of the Sumter County Board of County Commissioners is final. At any stage, the authorized party may reject any and all proposals, ordering the RFP process to be repeated.

## CONTRACT

### SAMPLE PROFESSIONAL SERVICES AGREEMENT

**(Sample agreement only, the County reserves the right to alter this agreement based on final RFP results and/or any negotiations with proposed Consultant.)**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, FL 34785, and \_\_\_\_\_ (hereafter referred to as "Consultant"), whose address is \_\_\_\_\_.

#### RECITALS

WHEREAS, the Board has need for SUMTER COUNTY EMERGENCY AMBLUANCE SERVICES; and

WHEREAS, the Emergency Ambulance Services provides professional services; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties and responsibilities and compensation of the Strategic Plan based on the Consultant's response to RFP # 172-0-2010/AT – Request for Proposal for SUMTER COUNTY EMERGENCY AMBLUANCE SERVICES;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The relationship of the Consultant to the Board will be that of a professional consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the SUMTER COUNTY EMERGENCY AMBULANCE SERVICES consultant to work with the Board to provide said Server Hosting services in accordance with the scope of work outlined in RFP # 172 -0-2010/AT.
3. Consultant agrees to prepare and complete the deliverables to the Board. Consultant may be asked to present the deliverables in person for review by staff or for discussion at a scheduled Board meeting.
4. The term of this Agreement shall commence on the day and year as shown above and continue in force through \_\_\_\_\_. This Agreement may be renewed on an annual basis if agreed to in writing by both parties. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated be either party upon thirty (30) days prior written notice. If this agreement is terminated, Consultant shall be paid for all work performed up to the date of termination.
6. With regard to compensation paid to Consultant, Consultant shall furnish to the Board on

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

a monthly basis an itemized invoice of the hours, services, products and other services utilized during the preceding month. Invoice shall be itemized per the attached Fee Schedule (Exhibit "A"). Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges that and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, calculations documents prepared by Consultant and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Board upon request and shall be considered public records.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. These rights to audit, and inspect, and copy records shall include all of the records of the Subconsultants (if any).
- d. Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 172-0-2010/AT.
- f. Upon Consultant's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Board mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The Board and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board, the charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Board and Consultant and which are made part hereof by this reference, consist of the following:

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

- a. Request for Proposal (RFP)
- b. Instructions, Terms, and Conditions
- c. RFP Forms
- d. Vendor's Certification
- e. General Terms and Conditions
- f. Drug Free Workplace Certificate
- g. References
- h. Scope of Work / Specifications
- i. Agreement for Services
- j. Permits / Licenses
- k. All Proposal Addenda Issued Prior to RFP Opening Date
- l. All Modifications and Change Orders Issued
- m. Notice of Award / Notice to Proceed

10. Consultant does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

11. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Consultant shall have any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by the other party and enforcing it rights hereunder, whether litigation be instituted or not, and at the trial court and appellate court level.

13. Consultant does hereby waive "venue privilege" and or "diversity of citizenship privileges" and agrees specifically that any action for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court for Sumter County, Florida and Consultant hereby specifically waives its right to institute any action of any kind or nature whatsoever against the Board in any other State or Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of the Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all

Sumter County Board of County Commissioners  
RFP 172-0-2010/AT Emergency Ambulance Services

permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

\_\_\_\_\_

By: Doug Gilpin, Chairman

Date Signed: \_\_\_\_\_

ATTEST:

Consultant

By: \_\_\_\_\_

\_\_\_\_\_

By:

Date Signed: \_\_\_\_\_

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project Description: RFP #172-0-2010/AT SUMTER COUNTY EMERGENCY AMBULANCE SERVICES**

The OWNER has considered the RFP submitted by you for the above described work in response to its Request for Proposals dated \_\_\_\_\_.

You are hereby notified that your RFP has been accepted for the unit prices for the listed items in the REQUEST FOR PROPOSAL.

You are required by the Instruction for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your RFP as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

Please acknowledge the NOTICE OF AWARD and return to:

Mr. Don Burgess, Chairman  
Sumter County Board of County Commissioners  
7375 Powell Road  
Wildwood, FL 34785

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

By: \_\_\_\_\_

Title: Chairman

ACCEPTANCE OF NOTICE \_\_\_\_\_

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_ Title: \_\_\_\_\_

**NOTICE TO PROCEED**

To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project: **RFP #172-0-2010/AT SUMTER COUNTY EMERGENCY AMBULANCE SERVICES**

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 201\_\_, on or before \_\_\_\_\_, 201\_\_, and you are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 201\_\_.

Please acknowledge the NOTICE TO PROCEED and return to:

Mr. Don Burgess, Chairman  
Sumter County Board of County Commissioners  
7375 Powell Road  
Wildwood, FL 34785

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

By: \_\_\_\_\_

Title: Chairman

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_ Title: \_\_\_\_\_



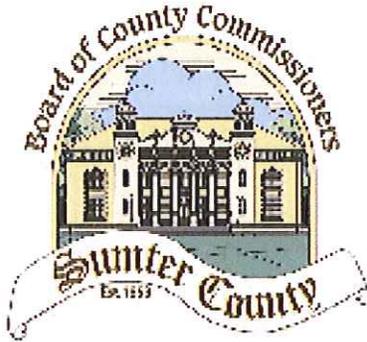
BOARD OF SUMTER COUNTY COMMISSIONERS  
7375 Powell Road  
Wildwood, FL 34785  
PHONE: (352) 689-4435 FAX: (352) 689-4401  
E-mail: [amanda.taylor@sumtercountyfl.gov](mailto:amanda.taylor@sumtercountyfl.gov)

#### **Addendum #1 for RFP 172-0-2010/AT Emergency Ambulance Services**

- A. Notice to Contractors: Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.
- B. Additions, Deletions, and/or Clarifications: This addendum forms a part of the Contract Documents and modified the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

**Discrepancy 1:** The pdf item that was posted on Demand Star that is 930 pages is posted two times. One is a Clarification that states the document is from The Villages Response Times. The second is a Revision and states it is LSEMS Response Times.

**Clarification 1:** The document is The Villages Response Times as requested at the Mandatory Pre-Bid Meeting. Please email Amanda Taylor at [Amanda.taylor@sumtercountyfl.gov](mailto:Amanda.taylor@sumtercountyfl.gov) if you have questions related to this Addendum. Thank you.



BOARD OF SUMTER COUNTY COMMISSIONERS  
7375 Powell Road  
Wildwood, FL 34785  
PHONE: (352) 689-4435 FAX: (352) 689-4401  
E-mail: [amanda.taylor@sumtercountyfl.gov](mailto:amanda.taylor@sumtercountyfl.gov)

**Addendum #2 for RFP 172-0-2010/AT Emergency Ambulance Services**

- A. Notice to Contractors: Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.
- B. Additions, Deletions, and/or Clarifications: This addendum forms a part of the Contract Documents and modified the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

**Please note that these items were discussed in the Mandatory Pre-Bid Meeting and additional clarification on this Addendum is being provided for that purpose.**

**Discrepancy 1:** This is in reference to the amount of copies and format requirement proposals are to be submitted

**Clarification 1:** There should be one (1) original, five (5) electronic versions – unprotected and submitted in the original document format and five (5) printed copies of the proposal.

**Discrepancy 2:** Page 29 and 56 show 910 North Main Street, Bushnell, FL 33513 as the location for meetings and proposal submission; however, within the RFP 7375 Powell Road, Wildwood, FL 34785 is also listed as the location for meetings and proposal submission, which location is correct?

**Clarification 2:** The location for meetings regarding RFP 172 shall be held within The Villages Sumter County Service Center located at 7375 Powell Road, Wildwood, FL 34785. The location for proposal submission is due to Amanda Taylor at 7375 Powell Road, Wildwood, FL 34785.

**Discrepancy 3:** Page 34 of the bid document states "The contractor is expected to have additional supplies and equipment in a secure location within Sumter,..."

**Clarification 3:** Replace the word equipment with consumables in the sentence shown above.

**Discrepancy 4:** What would the effective date be if a new contract was entered into?

**Clarification 4:** It is the intent of Sumter County to present to Lake County the contract by April 1, 2011. Therefore, if a new contract were to be entered into it would be effective on October 1, 2011.

**Discrepancy 5:** Regarding Workers Compensation, can more information be given on the coverage through an employee leasing arrangement not being acceptable?

**Clarification 5:** Use of an Employee Leasing Company is not acceptable. Employees must be covered under the entity's Workers Compensation Insurance Coverage.

**Discrepancy 6:** Regarding Medical Malpractice requirements, page 46 sub-section b, would the contractor have to provide for the County, The Villages and the Sheriff's Office employees?

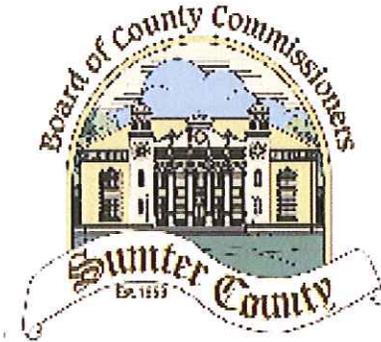
**Clarification 6:** No, coverage should not be expected for the County, The Villages and the Sheriff in the section referenced. The contractor should be responsible for medical malpractice as it pertains to their own employees.

**Discrepancy 7:** How will reporting issues with accident reporting be handled?

**Clarification 7:** A copy of the entity's internal accident report should be submitted to Fire Services within 24 hours of the accident and forwarded to Risk Management.

**Discrepancy 8:** In relation to switching ePCR brands who would provide the training; the contractor or the vendor of the equipment?

**Clarification 8:** If, at some point, the county decides to utilize the same ePCR solution as the contractor, the contractor will assist in ensuring the employees of the County's fire departments receive training on the program. This may be accomplished through the software vendor if desired.



BOARD OF SUMTER COUNTY COMMISSIONERS  
7375 Powell Road  
Wildwood, FL 34785  
PHONE: (352) 689-4435 FAX: (352) 689-4401  
E-mail: [amanda.taylor@sumtercountyfl.gov](mailto:amanda.taylor@sumtercountyfl.gov)

**Addendum #3 for RFP 172-0-2010/AT Emergency Ambulance Services**

- A. Notice to Contractors: Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.
- B. Additions, Deletions, and/or Clarifications: This addendum forms a part of the Contract Documents and modified the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

**Discrepancy 1:** Page #56 of the bid document requires an Investigative Authorization Form.

**Clarification 1:** Attached below is the Organization Investigative Authorization Form and the Employee Authorization Form to be completed as requested and include in your submission packets.



## SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS BACKGROUND AUTHORIZATION FORM

Organization Name: \_\_\_\_\_

Former Name(s) and Dates Used: \_\_\_\_\_

Current Address Since: \_\_\_\_\_

(Zip/State) (Mo/Yr) (Street) (City)

Previous Address From: \_\_\_\_\_

(Zip/State) (Mo/Yr) (Street) (City)

Previous Address From: \_\_\_\_\_

(Zip/State) (Mo/Yr) (Street) (City)

Federal ID Number: \_\_\_\_\_ Date of Establishment: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

Business

Owner(s): \_\_\_\_\_

Key

Officer(s): \_\_\_\_\_

The information contained in this application is correct to the best of my knowledge. I hereby authorize Sumter County Board of County Commissioners and/or its designated agents and representatives to conduct a comprehensive review of the above referenced company's background causing a consumer report and/or an investigative consumer report to be generated for employment and/or volunteer purposes. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to the following areas: Better Business Bureau, Chamber of Commerce, city records, county records, Uniform Commercial Code, Florida Department of Professional Regulation, State Accountancy Board, State Corporation Commission and State Registrar of Contractors.

I further authorize any individual, company, firm, corporation, or public agency (including the Social Security Administration and law enforcement agencies) to divulge to the Sumter County Board of County

Commissioners and/or its agents any and all information, verbal or written, pertaining to the company. I further authorize the complete release of any records or data pertaining to the company which the individual, company, firm, corporation, or public agency may have, including information or data received from other sources.

I certify that I am an authorized official of the above referenced company and have all rights to sign this authorization. The above referenced company hereby releases all persons, companies or corporations furnishing such information from liability and responsibility.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONFIDENTIAL

EMPLOYEE BACKGROUND AUTHORIZATION FORM

Print Name: \_\_\_\_\_

Former Name(s) and Dates Used: \_\_\_\_\_

Current Address Since: \_\_\_\_\_

(Mo/Yr) (Street) (City) (Zip/State)

Previous Address From: \_\_\_\_\_

(Mo/Yr) (Street) (City) (Zip/State)

Previous Address From: \_\_\_\_\_

(Mo/Yr) (Street) (City) (Zip/State)

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Drivers License Number/State: \_\_\_\_\_

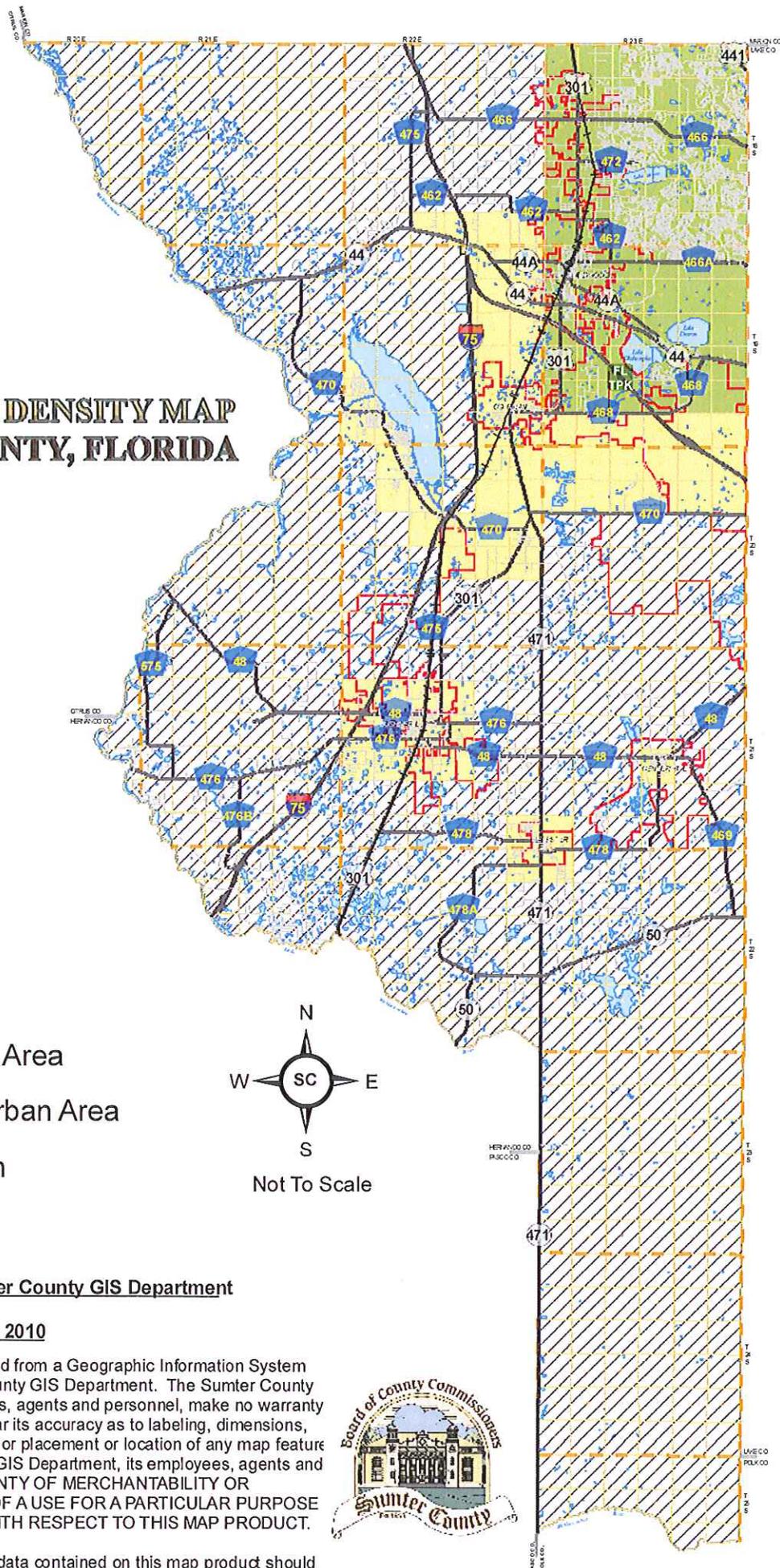
The information contained in this application is correct to the best of my knowledge. I hereby authorize Sumter County Board of County Commissioners and its designated agents and representatives to conduct a comprehensive review of my background causing a consumer report and/or an investigative consumer report to be generated for employment and/or volunteer purposes. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to the following areas: education background, character references; drug testing; civil and criminal history from any criminal justice agency in any or all federal, state, county jurisdictions; driving records, birth records, and any other public records.

I further authorize any individual, company, firm, corporation, or public agency (including the Social Security Administration and law enforcement agencies) to divulge any and all information, verbal or written, pertaining to me, to Sumter County Board of County Commissioners or its agents. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

I hereby release all persons, companies or corporations furnishing such information from liability and responsibility.

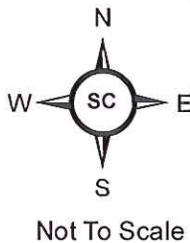
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# POPULATION DENSITY MAP SUMTER COUNTY, FLORIDA



## Legend

-  Rural Area
-  Suburban Area
-  Urban



**Produced By: The Sumter County GIS Department**

**Date Prepared: Sept. 28, 2010**

This map product was prepared from a Geographic Information System established by the Sumter County GIS Department. The Sumter County GIS Department, its employees, agents and personnel, make no warranty to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries or placement or location of any map feature thereon. The Sumter County GIS Department, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF A USE FOR A PARTICULAR PURPOSE EXPRESSED OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT.

Independent verification of all data contained on this map product should be obtained by any user of this map.

