

DADE COUNTY, GEORGIA

Emergency Ambulance Service RFP #2020-07

Request for Proposal

Governing Authority of Dade County, GA

9/1/2020



The Governing Authority of Dade County, GA will receive proposals to provide **Emergency Ambulance Service** within the unincorporated areas of the County and the municipalities of Trenton that is located within the County, as specified in this Request for Proposal (RFP). Proposals must be sealed in an envelope or package and received on or before 2:00 p.m. on **Thursday, October 1, 2020**. Late proposals will not be considered or returned.

Deliver Proposals To:

Dade County Commissioner's Office

Attn: Alex Case, Director Emergency Services

71 Case Ave

P.O. Box 320

Trenton, GA 30752

706-657-4625

The RFP envelope or package must be sealed and display the name, address of the business, RFP title and number, and must be labeled "Ambulance Proposal" on the outside. Bid proposals will be opened at 2:00 p.m. on Thursday October 1, 2020, in the conference room at the Dade County Commissioner's Office at 71 Case Ave, Trenton GA 30752.

DEFINITIONS

The term "Contractor", "Organization" or "Provider" shall all refer to the service provider to be selected pursuant to this RFP.

The term "County" shall refer to Dade County, Georgia, a geographic and political subdivision of the State of Georgia.

The term "Contract" shall refer to the emergency ambulance services agreement that will be prepared and based upon this RFP. The successful Contractor will execute the Contract when presented.

The term "EMS Coordinator" shall refer to the Dade County Emergency Services Director.

The term "EMT" shall refer to a Georgia licensed Emergency Medical Technician, Emergency Medical Technician- Intermediate, or Advanced Emergency Medical Technician.

The term "Paramedic" shall refer to a Georgia licensed Emergency Medical Technician-Paramedic.

The term "ALS Ambulance" shall refer to a Georgia licensed and equipped ambulance staffed by a minimum of one Georgia licensed EMT (basic, intermediate, or advanced) and one Georgia licensed Paramedic.

The term "911 Center" refers to the Dade County Emergency Communication Center (911 Dispatch Center), a state-recognized Public Safety Answering Point, aka PSAP.

SECTION 1 GENERAL TERM AND CONDITIONS

1.1 ADDITIONAL INFORMATION. Information about Dade County Government and current proposals may be obtained on the internet at dadecountyga.gov under the government tab. Contractors should carefully examine the entire RFP, and addenda thereto, and all related reference materials and data referenced in this RFP. The Contractor will be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument, or document will in no way relieve Contractors from any obligation with respect to this proposal. Additional information or corrections will be posted to the Dade County website.

1.2 COMMUNICATIONS. All communications should be communicated through the EMS Coordinator with the subject title "Ambulance RFP". Telephone inquiries will not be accepted. Any questions regarding the RFP should be submitted to Alex Case, EMS Director, via electronic mail at ACase@dadecounty-ga.gov. Your email request for information must include company name and include the following information: contact name, address, telephone number, RFP name, and RFP response due date. The final date for communications to be submitted and answered will be 10:00 a.m. on Monday, September 21, 2020.

1.3 ACCEPTANCE. Once submitted and logged by the County Clerk, the Contractor's proposal shall not be modified.

1.4 AWARD. While the County is entertaining contracts for these services, it will not be bound to award a contract.

1.4.1 Award will be made to the Contractor offering the most advantageous proposal. The criteria are not listed in any order of preference.

1.4.2 The County will contact and evaluate the Contractor's and Subcontractor's references; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

1.4.3 The County will make an award in the best interests of the County after all factors have been evaluated.

1.4.4 The County will be the sole decision-maker of the successful proposal hereunder. The County reserves the right to award a contract to a Contractor of its choosing and to negotiate the contract with any or all Contractors that submit a proposal. Contractors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received.

1.4.5 The Contractor selected by the County shall receive a Notification of Intent to Award. Negotiations will be confidential and not subject to disclosure to competing Contractors, to the extent allowed by law, unless an agreement is reached.

1.5 PROOF OF FINANCIAL AND BUSINESS CAPABILITY. The Contractor must supply to the County a copy of its two most recent audited and certified financial statements, as satisfactory evidence of its ability to furnish products and services in accordance with the terms and conditions of these specifications.

1.6 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS. It is the responsibility of the prospective Contractor to review the entire RFP packet and to notify Alex Case, EMS Director, via electronic mail at ACase@dadecounty-ga.gov if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received by Monday, September 21, 2020. These requirements also apply to specifications that are ambiguous.

1.7 PROPOSAL ORIGINAL AND COPIES. The County requires the Contractor to submit two copies of its original proposal by paper. The package containing the proposal must be sealed and marked with the Contractor's name and "**Confidential – Ambulances Services – RFP – Ambulance Service Contract.**"

1.7.1 COVER LETTER AND SIGNING OF PROPOSALS. A cover letter, which will be considered an integral part of the proposal, must be signed by the individual(s) who is (are) authorized to contractually bind the Contractor(s). Each signature must indicate the classification or position that the individual holds in the firm. The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. For each listed individual, include the name, title, address, telephone number and email address.

1.8 WAIVING OF INFORMALITIES. The County reserves the right to waive minor informalities or technicalities. If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal. The County's waiver of an immaterial deviation or defect will in no way modify the RFP documents or excuse the Contractor from full compliance with the RFP requirements, if awarded a contract.

1.9 SUBCONTRACTING. The County will award this proposal to one Contractor. The successful Contractor **may not** subcontract the award or any part thereof without the prior written consent of the Governing Authority of Dade County.

1.10 DECLARATIVE STATEMENTS. Any statement or words (i.e., must, shall, will etc.) are declarative statements and the Contractor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

1.11 PROPOSAL FORMAT. The County reserves the right to use all pertinent information (**also learned from sources other than disclosed in the RFP process**) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated Contractor. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made a part of the evaluation file. The County shall have sole discretion for determining a reliable source. The County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and additional information to make an award that is in the best interest of the County.

1.12 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT. Pursuant to O.C.G.A. 13-10-91, every public employer, every Contractor of a public employer, and every Subcontractor of a public employer's Contractor must register and participate in a federal work authorization program. The appropriate forms must be submitted as part of the proposal and an affidavit establishing compliance with Federal and State immigration laws.

1.13 OMISSION OF INFORMATION. Contractors are hereby cautioned that failure to include any information requested may be just cause for rejection of proposal.

SECTION 2: OBLIGATIONS, RIGHTS AND REMEDIES

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

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

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

2.4 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor states that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and all other federal and state employment laws as applicable. Contractor states that it does not, and will not, engage in any illegal employment practices.

2.4.1 Contractor states that it has no public or private interest, and shall not acquire directly or indirectly an interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, Subcontractor or consultant to Contractor in connection with any good provided or work contemplated or performed relative to the Contract.

2.4.2 Contractors must disclose any potential conflicts of interest that the Contractor may have due to other clients, contracts or interests associated with the services under this RFP. Each Contractor shall sign the Contractor's affidavit that is included with this RFP. The signed affidavit shall be included as part of the submitted proposal.

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.1 INTENT. The intent of this RFP is to receive proposals to provide 911 Emergency and Non-Emergency care and transport with Advanced Life Support (ALS) Ambulance Service for the County. The County is seeking the highest quality, most reliable ambulance services at the most reasonable price.

3.1.1 The successful Contractor shall be responsible for providing ambulances for a response to 911 calls for emergency and non-emergency requests throughout the County coverage areas.

3.1.2 In addition, the Contractor will provide round-trip transport of inmates at the Dade County Detention Center to the closest appropriate hospital or other health care facility and provide Blood Draws for law enforcement agencies for evidence at no charge.

3.1.3 The Contractor will also provide round-trip transport of any Municipal or County Employees, Law Enforcement or Fire/Rescue Department personnel who are injured in the line of duty, at no charge.

3.1.4 The services provided by the Contractor shall include, but not be limited to, the management and operation of all ambulances, including Advanced and Critical Care Units; additionally, the service shall include medical supply purchasing, stocking and restocking of all medical supplies for fire department first responder units, all fleet maintenance, and public education.

3.2 MINIMUM REQUIREMENTS. Successful proposals will include, at minimum, the following:

3.2.1 GENERAL DUTIES

3.2.1.1 The Contractor must maintain compliance with the Official Code of Georgia Annotated, Title 31, Chapter 11, Article 1. A Contractor shall disclose in its proposal whether they have an established EMS service with established Emergency and Non-Emergency operation for in close proximity to the County or who otherwise demonstrate an ability to "float" additional ALS ambulances and crew (refer to section 3.2.5) to the County during periods of high volumes.

3.2.1.2 The Contractor must maintain compliance with the Georgia Department of Human Resources, Division of Public Health, and the current Office of EMS/Trauma Procedure Manual. Contractor must submit a copy of the State of Georgia EMS certificate to Dade County with its final proposal.

3.2.1.3 The Contractor must maintain compliance with the Northwest Georgia Region 1 EMS Council Emergency Medical Services System Zoning Plan.

3.2.1.4 The Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Contractor by the County.

3.2.1.5 The Contractor must allow ambulances and crews to be dispatched and monitored by Dade County Emergency Communication Center (911 dispatch center) and Dade County EMS Administration (Director & EMS Chiefs) during high volume calls and disasters events in Dade County.

3.2.1.6 The Contractor will be responsible for supplying vehicles, equipment and supplies, radios that meet or exceed standards for inter-operable communications with the Dade County Emergency Communication Center. The County will install and maintain AVL (Automatic Vehicle Locator) hardware manufactured by CAD provider to be used by 911 Dispatch to track and locate the closest appropriate ambulances for emergency calls that will be located in the county. All vehicles shall be equipped with a compatible transponder to be tracked by 911 Dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs.

3.2.1.7 The Contractor must apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. The Contractor must provide copies of all licenses to the EMS Coordinator.

3.2.1.7.1 The County will maintain the Georgia Ambulance Service License for Dade County.

3.2.1.8 The Contractor must accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

3.2.1.9 The Contractor must make emergency and non-emergency services (as defined in this RFP) available to all persons within the service area defined in the Contract.

3.2.1.10 The Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the County EMS Coordinator, County Sheriff, Fire Chief or Police Chief of any municipality, at no additional charge to the County, when there is reason to believe a life-threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at a fire, rescue and hazardous materials response incidents. This shall be within the guidelines approved by the County.

3.2.1.11 Subject to the Contractor's reasonable policies and procedures regarding the same, the Contractor shall permit observers from the public safety departments of the County. The Contractor's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes, and the like.

3.2.1.12 Each vehicle supplied for operation within Dade County must be equipped with an in-vehicle video recording device such as Drive Cam, Digital Ally or similar system to insure the safe operation of emergency vehicles.

3.2.1.13 The Contractor will participate in the Dade County 911 Quarterly Board Meetings. The Contractor must comply with all of the County Emergency Operations Plans, or successor plans adopted and approved by Dade County and/or Emergency Management whenever the provisions of such plan or plans are in effect.

3.2.1.14 The Contractor further agrees to participate in at least one (1) community disaster drill per calendar year, as directed by Dade County Emergency Management and within the Contractor's resources and guidelines for such activities.

3.2.1.15 The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

3.2.2 TRANSPORT

3.2.2.1 The Contractor must provide emergency services from the scene to the appropriate health facility or other location for all persons in the service area. If a patient requires advanced care beyond the capabilities of area facilities, the patient will be transported to the closest appropriate facility, as long as in doing so does not jeopardize the patient's health.

3.2.3 COMMUNICATIONS EQUIPMENT

3.2.3.1 The Contractor shall supply and maintain fully operational vehicle (mobile) and portable radios as required for it to perform hereunder. All radios shall operate on frequencies required in the Georgia Region One EMS Communications Plan, all HEAR frequencies, and those used by the County.

700/800 MHz TVRSC radio with Dade County EMS Fleet

HEAR: 155.340 MHz

Chattanooga Regional Hospital Communications: 155.280 MHz

3.2.4 NOTIFICATION

3.2.4.1 The EMS Coordinator must be notified **immediately** whenever the following occurs: Any single incident or accident requiring the response of two (2) or more ambulances; mass casualty incidents; or motor vehicle incidents involving a Contractor operated ambulance.

3.2.4.2 The EMS Coordinator must be given the ability to log on to GEMISIS for the purpose of monitoring activity reports, with no ability to change reports or access to patient identification information.

3.2.5 AVAILABLE AMBULANCES AND EMS SUPERVISOR

3.2.5.1 Option # A Contractor will provide two (2) ALS ambulances and crews (1-EMT-Intermediate or Advanced EMT and 1 Paramedic per ambulance) twenty-four (24) hours a day, and contractor provide housing/utilities, fuel and medical supplies. All ambulances will operate seven (7) days a week in the coverage area of Dade County while the contract is in effect.

3.2.5.2 Option # B Contractor will provide one (1) ALS ambulance and two (2) crews (1-EMT-Intermediate or Advanced EMT and 1 Paramedic per ambulance) twenty-four (24) hours a day. All ambulances will operate seven (7) days a week in the coverage area of Dade County while the contract is in effect. Dade County will provide one (1) ALS ambulance fully equipped and all medical supplies, housing/utilities for two (2) ALS crews for both units, and \$3,000.00 a month in fuel for both ALS units, twenty-four (24) hours a day, seven (7) days a week. All other supplies will be provided by the Contractor to provide EMS service.

3.2.5.3 Option # C Contractor can provide an alternate option other than options A & B.

3.2.5.4 Any change to the aforementioned staffing plan requires written approval of the EMS Coordinator.

3.2.5.5 If the Contractor can't provide a "float" truck for coverage, the distance of the "float" truck is extensive in distance and/or time, during high call volumes or in the event of a disaster/mass causality situation, the Dade County E-911 Center will utilize and dispatch Dade EMS part time personnel to provide EMS coverage and/or respond to 911 emergencies, until Contractor units are available, in accordance with the 911 Center's protocols. Dade EMS Administration (Director and Chief's) will monitor and redirect Dade EMS and Contractor EMS units as they feel is best for County coverage.

3.2.5.6 When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance must be made available within thirty (30) minutes, unless there are extenuating circumstances approved by the EMS Coordinator, or his/her designee.

3.2.5.7 When an ambulance is to be taken out of service for preventative or routine maintenance that requires more than one hour of time, another ambulance must be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

3.2.6 RESPONSE TIME

3.2.6.1 The term emergency request includes any emergency service request, within the coverage area of Dade County, received by the Contractor from 911 Dispatch.

3.2.6.2 Response to emergency requests shall be determined the moment the Contractor's ambulance is notified of the emergency service request. The Contractor has a duty to immediately notify 911 Dispatch that they are responding to an emergency service request.

3.2.6.3 If, in each monthly period, the Contractor fails to respond to emergency requests in a timely manner, it shall pay response damages set forth in this RFP.

3.2.6.4 For purposes of determining the Contractor's compliance with the response time standards, as set forth in this RFP, and for calculating damages, every emergency request for ambulance service shall be counted, except as follows:

- Requests during a disaster, locally or in a neighboring jurisdiction, that a Contractor's ambulance is dispatched
- When inclement weather conditions exist
- Other exception requested and approved by the EMS Coordinator

3.2.6.5 The County will identify six (6) divisions of Dade County, which shall be outlined as north and south. The Contractor will maintain equal response times for the north and south divisions of Dade County. Within each division, average response times will be outlined for areas identified as urban and rural. See attached map for north/south/east/west divisions and urban/rural areas.

3.2.7 AMBULANCE SPECIFICATIONS

3.2.7.1 All ambulances used for emergency patient transportation shall be in good working condition and physical appearance.

3.2.7.2 Each ambulance used in the emergency transportation of patients must be equipped with all items required by the Georgia Department of Human Resources, Division of Public Health, Office of EMS/Trauma.

3.2.7.3 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

3.2.7.4 Each ambulance must permanently display the name of or other suitable corporate identification or logo on the outside of the vehicle along with that vehicle's state identification number.

3.2.7.5 Every ambulance shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

3.2.8 PERSONNEL

3.2.8.1 EMS requires professional and courteous conduct at all times from Contractor's field personnel, middle management, and top executives. The Contractor shall employ highly trained paramedics, EMT-I's or Advanced EMT's, and support staff to provide patient care and to operate Contractor's vehicles and equipment.

3.2.8.2 Each EMT-I, AEMT and Paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of the Contractor's employees who operate under the contract shall conform to the Contractor's dress code.

3.2.8.3 The parties understand that training and educational requirements change from time to time for EMT-Is or Advanced EMTs and Paramedics as new protocols and medical treatments are approved by the Georgia Department of Human Resources, Division of Public Health, Office of EMS/Trauma and/or the Medical Director. The Contractor agrees that the County may require additional training or education for EMT-Is, EMT-As and Paramedics for the benefit of patients receiving care under the contract. The cost of such training or education shall be the sole responsibility of the Contractor/employees.

3.2.8.4 The Contractor shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than 36 consecutive hours followed by a minimum of 12 hours off-duty. The Contractor shall provide working conditions that assist in attracting and retaining highly qualified personnel.

3.2.8.5 The Contractor shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.

3.2.8.6 The Contractor must have in place a program for random drug screening of all personnel providing services under the Contract. Further, the Contractor will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

3.2.8.7 Should complaints arise regarding a patient's level of care, response time, or employee action or inaction, such concerns from the EMS Coordinator must be responded to within 48 hours and include actions to be taken, including disciplinary action and other corrective measures.

3.2.8.8 It shall be of the utmost importance that employees of the Contractor strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

3.2.8.9 The Contractor must provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the EMS Coordinator.

3.2.8.10 All Contract personnel must be trained and receive certification as being NIMS (National Incident Management System) compliant.

3.2.8.11 Contractor will have local staff available or a toll-free phone number, capable of discussing and resolving billing questions.

3.2.9 QUALITY IMPROVEMENT & MITIGATION PROGRAMS

3.2.9.1 The Contractor shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the County prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

3.2.10 FIRST RESPONDERS

3.2.10.1 The Contractor shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation. The Contractor shall provide an on-scene exchange of disposable medical supplies used by the fire departments at no charge. Should there be an inability to exchange medical supplies on scene, the Contractor's Dade County based supervisor will exchange the utilized medical supplies immediately following the incident.

3.2.10.2 The first agency on the scene shall have primary responsibility for patient care until such time as care is turned over to the Contractor. The highest-ranking fire department officer on the scene shall have scene control as Incident Commander.

3.2.11 MINIMUM INSURANCE REQUIREMENTS

3.2.11.1 On or before the date the Contractor begins to provide service in the County, the Contractor shall purchase and provide, in a company or companies licensed to do business in the State of Georgia, such insurance as will protect the County from claims which may arise or result from the Contractor's operations under the contract, whether such operations are performed by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor or Subcontractor may be liable.

3.2.11.2 The insurance required shall be written for not less than any limits or liability specified below or required by law, whichever is greater. All policies shall provide for 60-day notice to the County of cancellation or alteration in coverage. Certificate of coverage should be provided to the County upon Contractor annual insurance policy renewal. The County shall be listed as an additional insured on each insurance policy. The Contractor shall maintain through the life of the contract insurance, through insurers rated A- or better by A.M. Best, in the following minimal limits:

- Commercial general liability insurance - \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
- Professional medical malpractice insurance - \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

- Worker's compensation coverage to statutory limits as required by law;
- Employers' liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee.
- Personal injury protection (PIP) or medical payment coverage as required by law.
- "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 Excess" policy.

3.2.12 INDEMNIFICATION

3.2.12.1 The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, employees, Contractors and representatives, from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of the Contractor and arising out of the performance by the Contractor, its employees, Subcontractors or agent in providing ambulance services under the contract for the County.

3.2.12.2 Contractor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

3.2.12.3 The County has no obligation to provide legal counsel or defense to Contractor or its Subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to the contract against Contractor as a result of or relating to performance or obligations of the services under the contract.

3.2.12.4 Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against Contractor as a result of or relating to obligations under the contract.

3.2.12.5 Contractor shall immediately notify the County, c/o Governing Authority of Dade County, of any claim or suit made or filed against Contractor or its Subcontractors regarding any matter resulting from or relating to Contractor's obligations under the contract, and will cooperate, assist and consult with the County in the defense or investigation thereof.

3.3 OVERVIEW OF THE COUNTY AND EMS STATISTICS

3.3.1 The County's contract service area is defined as Dade County, Georgia and all incorporated and unincorporated communities therein. This includes an area of approximately 169 square miles and a population of 16,780 (2019 Census Estimate). There is one Level I Trauma Center and a comprehensive children's hospital located in Chattanooga, Tennessee. Dade County is served by all four Lifeforce helicopter ambulances with "Lifeforce 5" stationed the closest.

3.3.2 The new contract will be an exclusive E-911 emergency service contract with fully staffed and equipped Advanced Life Support Ambulances.

3.3.3 Priority/Puckett EMS were dispatched to the following call volume from the 911 Dispatch for dates listed. Due to the dispatch procedures currently in place, the County cannot accurately provide a breakdown of emergency/non-emergency calls that were dispatched from the County's 911 Center. The statistics provided below are historical data, and are not to be relied upon by the Contractor as future projections of calls.

2016 2387 total incidents answered by EMS

2017 2354 total incidents answered by EMS

2018 2285 total incidents answered by EMS

2019 2197 total incidents answered by EMS

3.3.4 The County does not currently schedule or dispatch scheduled calls from its 911 Center. Scheduled non-emergency transports (NET) calls will not be covered under this RFP. A future Contract shall not prevent the Contractor from providing NET service to the area as long as it does not reduce the minimum available of two (2) 911 ALS ambulances as provided for in paragraph 3.2.5 of this RFP.

3.4 PERFORMANCE BASED CONTRACT

3.4.1 The most important aspect of this RFP is the fact that this RFP will result in the award of a *Performance-based contract*. Penalties will be assessed for failures to achieve minimum standards set forth in the Contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Specifically:

3.4.2 Ambulance response times must meet the response requirements set forth in the RFP or agreed to Contract.

3.4.3 The 911 Center will be responsible for dispatch of all ambulances to emergency calls for service under the contract.

3.4.4 Every primary and coverage ambulance unit must at all times be equipped and staffed to operate at the State of Georgia certified paramedic ALS level (as in section 3.2.5), on all emergency and non-emergency calls received under the contract.

3.4.5 Clinical performance must be consistent with approved medical standards and protocols and guidelines set forth by the State of Georgia.

3.4.6 The conduct of personnel must be professional and courteous at all times.

3.4.7 There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

3.4.8 Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

3.4.9 This shall not be solicitation for a level-of-effort contract. A Contractor who fails to perform must and shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting a Contractor's offer, the County neither accepts nor rejects the Contractor's level-of-effort estimates; rather, the County accepts the Contractor's promise to employ whatever level- of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

3.5 USE OWN EXPERTISE AND JUDGMENT

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

3.6 COSTS INCURRED IN RESPONDING

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

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

3.7 ADDITIONAL INFORMATION

3.7.1 The award will be made to the most responsible, responsive and reliable Contractor, at the sole discretion of the County.

3.7.2 Except as otherwise provided in mutual aid agreements the County will contract with a single entity for emergency ambulance service.

3.7.3 The County will schedule site visits to the Contractor's facilities or a current operational site in order to assess the capability and ability of the Contractor to fulfill the requirements of this RFP.

3.7.4 If during the evaluation process, the County is unable to determine a Contractor's ability to perform, the County has the option of requesting evidence of the Contractor's ability. The Contractor will be notified and permitted five working days to comply with any such request.

3.7.5 The County reserves the right to cancel this solicitation at any time, prior to or after the submittal deadline.

3.7.6 Contractors may be invited to make oral presentations to the Governing Authority of the County.

3.8 TERM

The contract shall commence on a date and time to be determined as part of the contract negotiations and shall endure for three (3) years from the date of commencement.

3.9 PERFORMANCE REVIEW

3.9.1 The County shall conduct a monthly evaluation of the performance of the Contractor during the first six (6) months of the Contract, and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations, or at such times specified by the County. This will include, but not be limited to, issues of compliance with the terms of the contract.

3.10 RENEWAL OPTION

3.10.1 The Contract may be renewed at the sole discretion of the County for up to one (1) additional one (1) year terms with the possibility of additional 1-year extensions upon written agreement of the parties.

3.11 RESPONSE AND DAMAGES

3.11.1 Failure of the Contractor to meet response time requirements over the course of a calendar month may result in a charge of penalty fees based on the following:

Damages per monthly period, per area:

ALS Responses = \$2,500 penalty

Penalties are only assessed if response times exceed response time requirements on a monthly average.

- North Zone (defined as areas north of the City of Trenton the North Dade Community in the valley): Less than 8 to 10 minutes
- South Zone (defined as areas south of the City of Trenton the South Dade Community in the valley): Less than 8 to 10 minutes
- West Zone (defined as areas west of the City of Trenton, including the Davis Community and New Home Community): Less than 8 to 10 minutes
- East Zone (areas within the Bypass, including New Salem Community and West Brow Community on Lookout Mtn.): Less than 8 to 10 minutes

- City of Trenton (defined as areas of the corporate boundary of the City of Trenton) less than 5 to 8 minutes.
- Other Rural areas (defined areas not within any other zone Menlo/Cloudland area on Lookout Mtn.): Less than 12 to 20 minutes.
- No Coverage units in Dade County within 15 minutes.

There are six areas where the provider failed to meet the require response time (Division 1 Urban and Division 2 Rural), resulting in a penalty totaling \$5,000.00

Any penalty assessed is considered a breach of contract and is subject to contract termination.

Percentage of responses to emergency Request which satisfy the response Requirements:	Damages per monthly period (damages are cumulative):
90-100%	ALS Responses = No penalty
80-90%	ALS Responses = \$2,500.00 penalty
75-80%	ALS Responses = \$5,000.00 penalty
<75%	ALS Responses = \$10,000.00 penalty and immediate review for possible contract termination.

3.11.2 SPECIFIC PERFORMANCE DAMAGES

Ambulance availability. The Contractor’s failure to provide available ambulances as required in the RFP may result in a deduction from the monthly operating subsidy paid or a charge of penalty fees to the Contractor.

Ambulance availability level:	Damages (cumulative)
Zero (0) ALS units in county (minute increments)	1000.00/per hour (this will be broken in five

3.12 INTERPRETATIONS AND CLARIFICATIONS

No oral interpretations will be made to any Contractors as to the meaning of specifications or any other contract documents. All addenda shall become part of the contract documents.

3.13 PERFORMANCE BOND

The successful Contractor must supply a Performance Bond, or irrevocable letter of credit, in the amount of \$250,000 for each year that the contract is in effect. The County reserves the right to adjust bonding requirements. The contractor shall provide and pay for all costs associated with this bond.

3.14 CONFIDENTIAL AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received may be made available to the public. Proposals received will be subject to the State of Georgia Open Records Act. Contractors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

SECTION 4: PROPOSAL FORMAT

To facilitate the review process; the following guidelines shall be adhered to:

4.1 AN INTRODUCTION TO THE PROPOSAL

Contractors shall provide a brief understanding of the County's needs and the Contractor's capability to perform the services described in this RFP. Contractor shall also provide a summary of their proposal, focusing on the highlights of their plan.

4.2 A SIGNED STATEMENT AUTHORIZING SUBMISSION OF THE PROPOSAL

4.3 CONTRACTOR INFORMATION

Name, address, contact person, telephone number and Contractor's US Tax ID Number.

4.4 CONTRACTORS AND COMPANY HISTORY

Years in business, nature of business, locations of business, location of headquarters, number of employees, nature of business plan (in relation to continued growth).

4.5 FINANCIAL INFORMATION

Please attach an audited financial statement for the preceding three (3) years as well as 2020 YTD.

4.6 COST PROPOSAL

Contractor's cost proposal shall include:

1. Charges for services to citizens for ALS Base Transport, BLS Base Transport
2. Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted)
3. Itemize any and all additional costs

4.7 INITIALED COPY OF ORIGINAL RFP

Attach an initialed copy of the original RFP to the proposal. Initial next to each bold type header to signify completion or understanding of that requirement.

SECTION 5: PROPOSAL EVALUATION AND REVIEW PROCESS

5.1 The County shall review all the submitted RFP's.

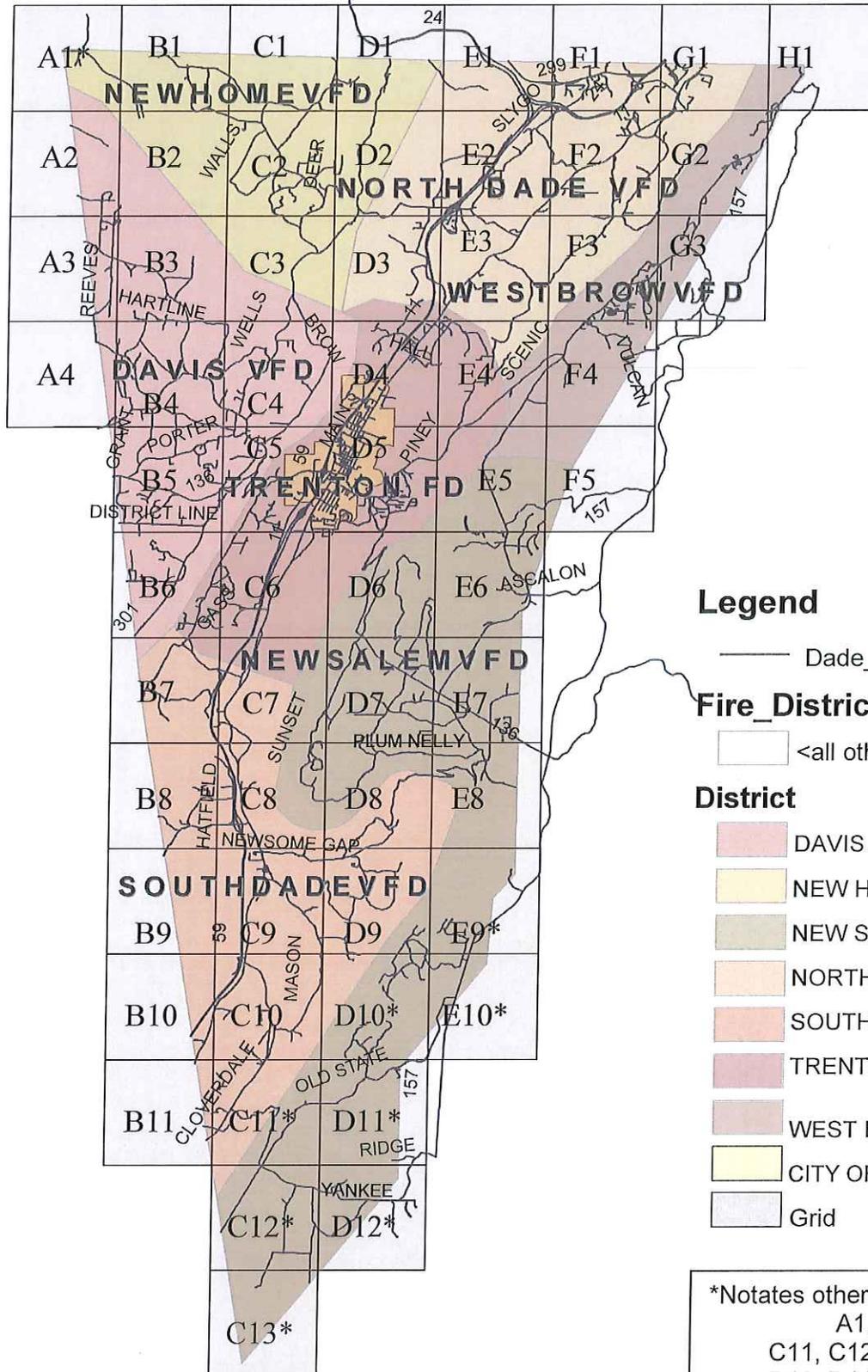
5.2 The Governing Authority of Dade County shall make the final decision regarding the entity that will be awarded the proposal.

5.3 The County reserves the right to accept or reject any and or all proposals.

SECTION 6: TIMELINE

September 1, 2020	Release of RFP
October 1, 2020	Dade County Commissioner's Office at 2:00 pm on 8/31/20.
November 5, 2020	Date for Governing Authority of Dade County to award a successful proposal.
November 6, 2020	County delivers Notice of Intent of Award to successful Contractor.
December 4, 2020	Date for County and Contractor to sign Contract.
March 1, 2020	Start date of contract, effective 7:00 a.m. EST.

Dade County 911 Map Index



Legend

— Dade_911_RDS

Fire_Districts

□ <all other values>

District

- DAVIS / WEST
- NEW HOME / WEST
- NEWSALEM / EAST
- NORTH DADE/NORTH
- SOUTH DADE / SOUTH
- TRENTON / CENTRAL
- WEST BROW EAST
- CITY OF TRENTON
- Grid

*Notates other/rural areas:

- A1,
- C11, C12, C13,
- D10, D11, D12,
- E9, E10