

DADE COUNTY BOARD OF COMMISSIONER, DADE COUNTY GEORGIA

Emergency Ambulance Service RFP#15-1

Request for Proposal

Don Townsend, County Clerk - Dade County Commission

1/14/2015



The Dade County Board of Commissioners will receive proposals to provide **Emergency Ambulance Service** within the unincorporated areas of the County and the municipality City Of Trenton, Georgia, located within the County, as specified in this Request for Proposal (RFP). Proposals must be received by **February 9, 2015**. Late proposals will not be considered or returned.

Deliver Proposals To:

Dade County Board of Commissioners

Attn: Ted Rumley

71 Case Avenue

Trenton, GA 30752

706-657-4625

The RFP envelope or package must show the name and address of the business, the RFP number.

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DIFINITIONS

The terms “contractor”, “organization”, “providers”, and “contractor” 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 contract that will be drawn up from this RFP. The successful Contractor will be expected to execute the contract when presented.

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

The term “EMS QRC” or “QRC” refers to the Quality Review Council comprised of the Dade County Administrator or his/her designee, the EMS Coordinator, along with a non-voting member who shall be a representative of the Contractor.

The term “911 Center” refers to the Dade County Emergency Services, Communications Division. A state recognized PSAP.

SECTION 1 GENERAL TERM AND CONDITIONS

1.1 ADDITIONAL INFORMATION. Information about the Dade County Government and current proposals may be obtained on the internet at www.dadecounty-ga.gov under the information tab. Contractors should carefully examine the entire RFP, and addenda thereto, and all related reference materials and data referenced in this RFP. 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 subject title "Ambulance RFP". Telephone inquiries will not be accepted. Any questions regarding the RFP should be submitted to Alex Case, Director of Dade County Emergency Services 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.

1.3 CONFLICTS OF INTEREST. 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.

1.4 PROCESSING TIME FOR PAYMENT. Contractors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.5 ALTERNATIVE PROPOSALS. The County will accept alternate proposals to those being solicited in this RFP.

1.6 TAXES. The County's purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.7 ACCEPTANCE. Contractors shall hold their price firm and subject to acceptance by the County for a minimum period of one hundred and twenty (120) working days from the date of the proposal opening.

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

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

1.8.2 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.

- 1.8.3** The County will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.
- 1.8.4** The County will be the sole judge of the successful proposals hereunder. The County reserves the right to award a contract to other than the contractor submitting the lowest total price and to negotiate with any or all contractors. Contractors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the contractor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.
- 1.8.5** Award will be by means of a written agreement with the successful contractor. A Notification of Intent to Award may be sent to any contractor selected. To the extent allowed by law, Negotiations will be confidential and not subject to disclosure to competing contractors unless an agreement is reached.

1.9 PROOF OF FINANCIAL AND BUSINESS CAPABILITY. Contractors must supply the most recent audited and certified financial statement of the corporation, as satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County will make the final determination as to the contractor's ability.

1.10 CONTRACTOR DEFAULT. The County, reserves the right, in case of contractor default, to procure the services from other sources and hold the defaulting contractor responsible for any excess costs occasioned thereby. If a contractor's default is due to a failure to perform or because of a request for a price increase, the County reserves the right to remove the contractor from the County's contractors list for twenty-four months.

1.11 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS. It is the responsibility of the prospective contractor to review the entire RFP packet and to notify the Dade County Finance Office if the specifications are formulated in the manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Dade County Finance Office not fewer than ten (10) business days prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.

1.12 PROPOSAL ORIGINAL AND COPIES. The County requires that the contractor submit one (1) original and one (1) copy in PDF format on CD or USB flash drive. The package containing the proposal must be sealed and marked with the contractor's name and **"Confidential – Ambulances Services – RFP – Ambulance Service Contract."**

1.12.1 COVER LETTER AND SIGNING OF PROPOSALS. A cover letter, which will be considered an integral part of the proposal, must be signed by 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, fax number and email address.

1.12.2 WAIVING OF INFORMALITIES. The County reserves the right to waive minor informalities or technicalities when it is in the best interests of the County. If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price. The County may waive any immaterial deviation or defect in a 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.

1.13 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 Dade County Board of Commissioners.

1.14 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.

1.15 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 part of the evaluation file. The County shall have sole responsibility 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.

1.16 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. An Affidavit establishing compliance with Federal and State immigration laws, and any other.

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

1.18 PRICING. It is the desire of the County to pay no subsidy, but, the Contractor shall provide a proposed cost, if any, for each option in accordance with this RFP attached hereto and incorporated by reference.

1.19 RFP SCHEDULE. RFP issue date is **January 14th 2015**. ***Mandatory*** pre-bid conference scheduled **for January 28, 2015 at 10:00** am in the Dade County Administration Building, 71 Case Avenue, Trenton Georgia in the commission meeting room. All interested bidders must attend. RFP due date is **February 9th, 2015 by 2 pm**.

SECTION 2 OBLIGATIONS, RIGHTS AND REMEDIES

2.1 CONTRACT TERMS. The contents of the proposal of the successful contractor will become contractual obligations and 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 ALTERATIONS OR AMENDMENTS. No alterations, amendments, changes, modification or additions to the contract shall be binding on the County without the prior written approval of the County.

2.4 ASSIGNMENT. Contractor shall not assign or sub-contract the contract, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of the County.

2.5 WARRANTY. Contractor warrants to the County that all services rendered shall conform to the specifications, proposal or other descriptions furnished or incorporated by reference. Contractor extends to the County all warranties allowed under Georgia state law.

2.6 REMEDIES. The County shall have rights and remedies afforded under Georgia law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.7 ORDER OF PRECEDENCE. In the event of inconsistent or conflicting provision of the contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Request for Proposal, (3) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.

2.8 SEVERABILITY. If any provision of the contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.9 GOVERNING LAW. The laws of the State of Georgia shall govern the contract. The Superior Court of Dade County, Georgia shall have exclusive and concurrent jurisdiction of any disputes that arise under the Contract.

2.10 DEFAULT. If Contractor fails to perform or comply with any provision of the Contract or the terms or conditions of any documents referenced and made a part hereof, the County may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The County expressly retains all its rights and remedies provided by law in case of such breach, and no action by the County shall constitute a waiver of any such rights or remedies. In the event of termination for default, the County reserves the right to purchase its requirements elsewhere, with or without competitive proposals.

2.11 COMPLIANCE WITH ALL LAWS. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and all regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.12 INDEMNIFICATION AND HOLD HARMLESS. Contractor shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.13 RIGHT TO INSPECT. The County and Commissioners or their designees, reserve the right to make periodic inspections regarding the manner and means in which the services are performed.

2.14 NONDISCRIMINATION AND NON-CONFLICT STATEMENT. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be executed 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 covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

2.14.1 Contractor covenants 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 officer, agent, employee, subcontractor or consultant to Contractor in connection with any good provided or work contemplated or performed relative to the Contract.

2.15 BOOKS AND RECORDS. Contractor shall maintain all books, documents, accounting records (these shall include all Vehicle Maintenance Records, Employee training records and employee license records) and other evidence pertaining to the services provided under the contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract period for inspection by County or by any other governmental entity or agency participating in the funding of the contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's cost of acquiring or delivering the services governed by the contract.

SECTION 3 SPECIAL TERMS AND CONDITIONS

3.1 INTENT

3.1.1 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 paramedic ambulance services at the most reasonable price. Proposals not meeting this intent will be considered unresponsive.

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

3.1.3 In addition, the Contractor will provide round-trip, non-emergency transport of inmates at the Dade County Detention Center to Hutcheson Medical Center or other Health Care facilities, as appropriate and transport of Sheriff's Office, Trenton PD, or County Fire/Rescue Department personnel who are injured in the line of duty at no additional charge.

3.1.4 In this procurement, the County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Contractor should always be one of cooperation and not conflict. The services 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, all fleet maintenance, and public education.

3.1.5 The Director of Dade County Emergency Services is designated as the EMS Coordinator, and will be the County liaison between the contractor and the County. The Coordinator will

report to the EMS QRC on a monthly basis or as designated by the County. Oversight and review of, and compliance with performance standards of the contract, will be conducted by the EMS Quality Review Council, herein after referred to as the QRC or as otherwise directed by the County.

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

3.2.1 GENERAL DUTIES

3.2.1.1 Contractor must maintain compliance with the Official Code of Georgia Annotated, Title 31, Chapter 11, Article 1. Preference shall be given to a contractor having an established EMS accredited 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 Contractor must maintain compliance with the Georgia Department of Human Resources, Division of Public Health, and Office of EMS/Trauma Procedure Manual 2100.

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

3.2.1.4 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 Services / E-911 Division.

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 Services / E-911 Division. 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 two (2) 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. 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. Fees for services shall not escalate during the initial term of the Agreement.

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's or Chiefs of Police 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 fire, rescue and hazardous materials response incidents. This shall be within the guidelines approved by the QRC.

3.2.1.11 Subject to the Contractor's reasonable policies and procedures regarding 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 The Contractor will participate in the Dade County Local Emergency Planning Committee (LEPC). The Contractor must comply with all the County Emergency Operations Plans, or successor plans adopted and approved by the Dade County Emergency Services Department and the Dade County LEPC whenever the provisions of such plan or plans are in effect.

3.2.1.13 The Contractor further agrees to participate in a least one (1) community disaster drill per calendar year, as directed by the Dade County Emergency Services Department and within the Contractors resources and guidelines for such activities.

3.2.1.14 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.

3.2.1.15 The Contractor will maintain a minimum of one (1) full time ALS ambulance and crew (refer to section 3.2.5) to service calls for the County 24 hours per day in Dade County.

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 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.

HEAR: 155.340 MHz

Chattanooga Regional Hospital Communications: 155.280 MHz

All Dade County VHF P25 and 700/800 Digital Day to Day radio talk groups for Dade County Emergency Services and the region.

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 accident involving a Contractor operated ambulance.

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

3.2.4.3 The EMS Coordinator must be notified in writing within forty-eight (48) hours whenever the following occurs:

The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers; the separation/termination or the employee status change of any of the Contractor's employees involved in the delivery of services related to the contract: and change in the Contractor's management or supervisory structure.

3.2.4.4 The Contractor shall notify 911 Dispatch via electronic mail at dade-e911@dadecounty-ga.gov the legal names of personnel and their unit assignment at the start of each shift. This will include shift supervisors.

3.2.5 AVAILABLE AMBULANCES

3.2.5.1 RFP's are requested for the minimum staffing levels described in both 3.2.5.1 & 3.2.5.2, **Option (A)** Contractor will provide two (2) ALS ambulances and two (2) ALS EMS crews which will be one (1) EMT-I or EMT-A and one (1) Paramedic (crew) twenty-four (24) hours a day, seven (7) days a week while Contract is in effect. Contractor will provide, fuel, housing for the crews and units and all supplies necessary and required to provide EMS services in Dade County.

3.2.5.2 Option (B) The Contractor will provide at least one (1) ALS ambulances and two (2) crews which will be one (1) EMT-I or EMT-A and one (1) Paramedic (crew) twenty-four (24) hours a day, seven (7) days a week while Contract is in effect. Dade County will provide one (1) ALS ambulance fully equipped and all medical, housing for two (2) ALS crews and both units, and \$3,000.00 and month in fuel for both 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 When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance must be made available within fifteen (15) minutes.

3.2.5.4 When an ambulance is to be taken out of service for preventative or routine maintenance, 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 As used herein, the term emergency request shall include any response by the Contractor under the contract on an emergency service request received by the contractor from 911 Dispatch or a call received directly from the public within the service area.

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 too.
- An inclement weather condition exists.

3.2.6.5 The response for an emergency request may also be excluded when the EMS Coordinator and QRC determines there is other good cause for an exception.

3.2.7 AMBULANCE SPECIFICATIONS

3.2.7.1 All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. This shall remain in effect unless otherwise approved in writing by the County and the QRC.

3.2.7.3 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.

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

3.2.7.5 Each ambulance must permanently display the name of or other suitable corporate identification or logo on the outside of the vehicle along with that vehicles state identification number. The Contractor shall display “**Dade County Emergency Services**” on both sides and rear of ambulance in a minimum of 3” tall reflective letters.

3.2.7.6 Any ambulance used by the Contractor for transporting patients 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 The Contractor should attempt to employ EMT-I’s, EMT-A’s, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMT-I’s with experience, knowledge and history of the Dade County area should be considered first. This is critical for the working relationship with all volunteer fire and rescue departments and county citizens.

3.2.8.2 The parties understand that the EMS System 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, and support staff to provide patient care and to operate Contractor’s vehicles and equipment .

3.2.8.3 Each EMT-I, EMT-A 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 Contractor’s employees who operate under the contract shall conform to the Contractor’s dress code.

3.2.8.4 The parties understand that training and educational requirements change from time to time for EMT-I’s 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 EMS QRC may require additional training or education for EMT-I’s, EMT-A’s 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.

3.2.8.5 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.

3.2.8.6 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.

3.2.8.7 The Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. **Please provide a complete compensation and benefits package with your proposal.**

3.2.8.8 The Contractor must have in place a program for random drug screening of all personnel providing response 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.

3.2.8.9 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator must be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.

3.2.8.10 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.

3.2.8.11 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 and the EMS QRC.

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

3.2.8.13 Contractor will have 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 EMS QRC 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 Dade County Fire & Rescue Volunteer Association (on a limited basis) has a first responder programs in place under the Dade County EMS medical director, Dr. William H. Pullen, Jr. M.D. FACEP. 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.

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 **July 1st 2015**, 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 30-day notice to the County of cancellation or alteration in coverage. 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 \$3,000,000 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 \$15,000,000 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, their 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 Dade County Commission, Administrative Building, 71 Case Avenue Trenton, GA 30752 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 16,800 (2010 Census Estimate). There is one Level I Trauma Center and a comprehensive children's hospital located in Chattanooga, Tennessee. There is one skilled nursing facility and one assisted living center located within the County. Dade County is served by all 3 Lifeforce helicopter ambulances with Lifeforce 1 being the closest.

3.3.2 The new contract will be an exclusive E-911 emergency service contract with fully staffed and equipped paramedic units.

3.3.3 LifeGuard EMS and Hutcheson Medical Center EMS where dispatched to the following call volume from the 911 Dispatch for dates listed. Due to the dispatch procedures currently in place we cannot accurately provide a breakdown of emergency/non-emergency calls that was dispatched from our 911.

2009 **2260** total incidents answered by Life Guard
2010 **2139** total incidents answered by Life Guard
2011 **2147** total incidents answered By Life Guard
2012 **2194** total incidents answered by Puckett EMS
2013 **3456** total incidents answered by Puckett EMS
2014 (accurate as of 12/26/14) **3371** incidents answered by Puckett EMS

3.3.4 The County does not currently schedule or dispatch scheduled calls from its 911 Center. Scheduled non-emergency transports (NET) calls is not covered under this Contract. This Contract in no way hampers the Contractor from providing NET service to the area as long as it does not reduce the minimum available of two (2) 911 ALS ambulance as provided for in paragraph 3.2.5 of this Contract.

3.4 PERFORMANCE BASED CONTRACT

3.4.1 The most important aspect of this procurement is the fact that this procurement 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:

3.4.1.1 Ambulance response times must meet the response requirements set forth in the RFP.

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

3.4.1.3 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.

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

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

3.4.1.6 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.

3.4.1.7 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 as set out in 3.12.

3.4.1.8 This is not 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 JUDGEMENT

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 getting the job done.

3.5.2 The County hopes to promote innovation, efficiency, and superior levels of high performance.

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.

3.6.3 The County assumes no liability for any costs incurred by contractors throughout the entire selection process.

3.7 ADDITIONAL INFORMATION

3.7.1 The award will be made to the most responsible, responsive and reliable contractor, not necessarily the lowest overall cost but the best service to the County and other entities of the covered response areas.

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 County Board of Commissioners.

3.8 TERM

The contract shall commence July 1, 2015 at 06:00:00 PM through 24:00 hours June 30, 2018.

3.9 PERFORMANCE REVIEW

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

3.9.2 The Contractor's performance should exceed the minimum requirements of the contract.

3.10 RENEWAL OPTION

3.10.1 The contract may be renewed for up to two (2) additional one (1) year terms upon written agreement of the parties. This option shall be exercised only if the Contractor is successful in completing the Performance Reviews outlined above and in the contract.

3.10.2 Price may be adjusted as provided within the contract.

3.11 COMPENSATION

3.11.1 The County agrees to compensate the contractor for professional services as provided within the terms and conditions of the contract if needed.

3.11.2 No additional charges will be allowed unless so specified in the RFP.

3.12 RESPONSE DAMAGES

In each monthly period (beginning on the first day of each month), and commencing on the first day of operations, not less than one hundred percent (100%) of the Contractor's response to emergency requests shall be performed as set forth in the RFP.

Failure of the Contractor to meet response time requirements may result in a deduction from the monthly operating subsidy or a charge of penalty fees based on the following:

- 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 head River area on Lookout Mtn.): Less than 12 to 15 minutes.
- No Coverage units in Dade County within 15 minutes.

Percentage of responses to emergency request which satisfy response requirements:	Damages per monthly period (damages are cumulative)
90-100%	ALS Responses = No penalty
80-90%	ALS Responses = \$1500.00 penalty
75-80%	ALS Responses = \$3000.00 penalty
<75%	ALS Responses = \$5000.00 penalty and immediate review for possible contract termination.

3.12.1 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)	500.00/per hour (this will be broken in five minute increments)

3.13 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.

3.14 PERFORMANCE BOND

The successful Contractor must supply a Performance Bond, or irrevocable letter of credit, in the amount of 100% of the yearly subsidy price or \$100,000 (whichever is greater) for each year that the contract is in effect. The County reserves the right to reduce bonding requirements. Contractor shall provide and pay for all costs associated with this bond. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the County in its sole discretion.

3.15 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 Public Information 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 should provide a brief understanding of the County's needs and the contractor's capability to perform the services described in this RFP.

4.2 A SIGNED STATEMENT AUTHORIZING SUBMISSION OF THE PROPOSAL

4.3 CONTRACTOR INFORMATION

Name, address, contact person, telephone number, fax 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.

4.6 COST PROPOSAL

Contractor's cost proposal shall include the (1) cost to the County (subsidy) if any; (2) charges for services to citizens for ALS Base Transport, BLS Base Transport; (3) mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted).

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. The committee will select one contractor for submission to the County Administrator.

5.2 The committee's recommendation will be forwarded to the County Administrator for discussion and recommendation. If the County Administrator approves the selection, the recommendation is forwarded to the Dade County Board of Commissioners for discussion and approval. If at any time the selected proposal is not forwarded for approval, the committee may then forward their next choice through the approval process.

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

SECTION 6: TIMELINE

January 14, 2015	Release of RFP
January 28, 2015	Mandatory bidders meeting, 10 a.m. at the Dade Co Admin Office.
February 9, 2015	Proposals due by 2:00 p.m. Proposals opened and recorded at Dade County Admin Office.
February 12, 2015	<u>Tentative</u> date to present recommendation to the Board of Commissioners.
July 31, 2015 at 6:00 pm	Start date of contract.