

April 9, 2020

Mr. Howard W. Brown, Jr., ICMA-CM Village Manager Village of Indiantown, FL

Dear Howard;

As a follow up to the development of the Fire and EMS RFP for the Village of Indiantown, CPSM has completed an after-action review of its work, attempting to identify the key reasons why vendors chose to not participate in this procurement process. We reached out to a number of qualified Fire and EMS private providers who were directly familiar with the Indiantown RFP and solicited their feedback.

The following vendors were contacted and were asked a series of questions regarding their decision for not submitting a bid:

Captstone Fire and Safety Management Falck USA AMR Rural Metro

Though the different vendors had various reasons for not submitting, the following are a number of key factors that were expressed in these discussions.

## 1. <u>Lead Time for Setting up the Service Delivery System:</u>

There was a clear consensus that the projected 5-month lead time was extremely difficult to manage particularly considering the impacts of the Covid-19 virus outbreak and its impacts on personnel recruitment, capital purchasing, supply acquisition and the start-up of operations. We then asked these vendors to identify what they felt would be a more realistic start-up time, notwithstanding the compounding effects of the virus outbreak and the general consensus was that a 1-year lead time would be more sufficient under normal circumstances.

### 2. Fire Station Facility and Location:

There was a clear indication that the proposed Booker Park Fire Station was inadequate to house and support the personnel and resources required to sufficiently cover the Village. There was uncertainty regarding the proposed expansion of this facility and their understanding of its effectiveness given the limited design documents that were available. There was also concern that the location of the Booker Park facility would create difficulties in meeting the response

time criteria proposed in the RFP. It generally was felt that a more central location would be needed to achieve the response time standards as proposed.

## 3. Working Relationship with Martin County:

There were concerns expressed regarding the on-going working relationships that would be required with Martin County as it related to several key aspects of service delivery. Though the RFP specified that a number of key services (911 Dispatch Services, Hazardous Material Response (Technician Level), EMS Medical Control and Mutual Aid) would be provided by Martin County, there was a general belief that these efforts would be difficult to establish.

## 4. EMS Licensing/COPCN:

A number of vendors expressed concern regarding the necessity and ability of obtaining the required EMS transport licensing (COPCN) through Martin County Fire Rescue. In Martin County, EMS transport licensing is managed by Martin County Fire Rescue and the timeline required to obtain this license would be problematic given the limited start up time. It was also indicated that it may have been more expeditious if the Village were to obtain the EMS transport license under its name and when a selected vendor is secured, they would operate under the Village's license.

## 5. Purchase and Acquisition of Fire Apparatus:

Concern was expressed regarding the ability to purchase and obtain fire apparatus, ambulances and capital equipment. The vendor's stated that commercial fire trucks require a 6-month lead time to order and obtain delivery. Custom fire apparatus often requires more than 1-year from the time an order is placed and the vehicle is delivered. Though they stated that typically there is an ability to obtain a loaner or rental equipment during these lag periods, however there was uncertainty for this solicitation because of the impacts of the virus outbreak.

## 6. <u>Implications Regarding the Term of the Agreement:</u>

The Vendors indicated that the proposed term of the agreement (a 3-year initial contract with options for two, 2-year extensions) would impact the cost of their capital purchases and the amortization of these costs. They estimated that an initial outlay of nearly \$3 million in capital expenditures would be required for the Indiantown system. Subsequently, they suggested that their pricing models would be significantly reduced if these costs were amortized for a longer timeframe. Vendors also stated that their costs would be reduced significantly if the Village owned Fire and EMS apparatus and then leased these vehicles to the selected vendor.

#### 7. Inability to Establish Partnership Arrangements for the Bid Process:

Two vendors (1-Fire and 1-EMS) indicated an inability to establish a partnership arrangement with another vendor in submitting a joint bid for the project. There was uncertainty whether this inability to forge a joint venture for this project was a result of the short start-up timeframe or the impacts of the virus outbreak. However, it was clear that a joint venture approach was being considered by multiple companies and that this concept should be encouraged in future solicitations.

#### 8. Separating Fire and EMS Service Delivery Systems:

One vendor suggested that it may have been beneficial to restructure the RFP to consider or even encourage options that solicited a split delivery system for Fire and EMS services rather than a combined dual function, Fire and EMS delivery system. It was expressed that a Combination, Volunteer or Paid-on-Call Village Fire Department could be viable in Indiantown, particularly one that is supported by the Village and utilizes Village employees who are trained as Volunteer firefighters. In addition, the out-sourcing of a private ambulance company to provide EMS response and transport services for the Village is a more viable approach and this private provider could also be utilized to work in conjunction with the Village Fire Department in supporting daily response activities.

#### 9. Insurance Requirements:

There were suggestions expressed regarding the specific nature of the insurance requirements and the lack of flexibility in the RFP regarding the levels of coverage. Vendors indicated that there were viable alternatives for self-insuring or even operating under the municipal umbrella that would enable tort limitations and immunities that would reduce insurance premiums while maintaining comparable indemnifications for the Village. The intent was to consider alternative approaches in specifying the insurance requirements and allow increased flexibility in these stipulations.

## 10. Ambulance Transport Billing:

One vendor expressed concern regarding the requirement that they establish their own ambulance billing process. This was a concern that was expressed from a single fire-based company who was unfamiliar with the ambulance billing process. This limitation impeded their effort to develop the proposal in the time constraints specified.

#### Summary:

It is clear that a number of good points were raised through this dialog and this feedback should be considered in any future solicitations. It is also recommended that considerable internal dialog and deliberation take place which focuses on the best approach for delivering Fire and EMS services in the Village.

Fortunately, the alternative for a privatized or municipally operated Fire and EMS service is very viable and readily available through the existing service agreement with Martin County Fire Rescue. Martin County provides a very high quality of service and its depth of coverage is significant.

There are however a number of shortfalls in the current service agreement with Martin County that we feel should be addressed. These include:

- 1. The absence of any regular reporting regarding key service measures
  - A. The Summary of Response Activities by Call Types
  - B. Monthly/Quarterly Response Time Measures
  - C. Numbers of EMS Transports and Destinations
  - D. Workload Analysis, in-service time, unit responses, etc.

- E. Fire Loss Statistics
- F. Characteristics of Fires in Indiantown (size, location, extinguishment methods, etc.)
- G. Civilian Injuries and Deaths
- H. Reporting on Citizen Complaints or Property Damage
- I. Fire Inspection Activities, Code Violations, Occupancy Hazards, etc.
- J. Community outreach efforts, contact hours, instructional efforts, etc.
- 2. The absence of any cost accounting for the services provided
  - A. The hourly cost of personnel services (assigned line personnel)
  - B. The hourly costs for relief personnel and indirect operating costs
  - C. The estimated costs associated with coverage services
  - D. Capital costs
  - E. Cost of supplies, utilities and expendable goods
  - F. EMS Transport Revenues
- 3. The production of an Annual Report regarding Service Delivery in Indiantown
  - A. Call Activities
  - B. Response Times
  - C. Training Activities
  - D. Operating Costs
  - E. Capital Costs
  - F. Inspection and Code Enforcement Activities
  - G. Upcoming Goals and Achievements
  - H. Performance Measures and Service Outcome Measurements

Sincerely,

# Mike Jacona

Mike Iacona, MPA, Fire Chief (ret.)

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