



**VILLAGE OF INDIANTOWN
REQUEST FOR PROPOSALS
FIRE AND EMS SERVICES
RFP NO. 2020-004**

www.indiantownfl.gov

Delivery Address: P.O. Box 398, Indiantown, FL 34956
Street Address: 16550 SW Warfield Blvd., Indiantown, FL 34956
Hours of Operation: Monday-Thursday, 8:00 a.m. – 6:00 p.m.
Fridays, CLOSED

***(Note: We cannot accept mail at our street
Address & postmarks are not accepted.)***

**Please plan accordingly. Late proposals and/or
Postmarks will not be acceptable.**

**ALL inquiries should be submitted in writing to:
sowens@indiantownfl.gov**

Solicitation:	RFP 2020-004	RFP Issue Date:	March 2, 2020
Proposal Description:		Fire and EMS Services	
Mandatory Pre-Bid Conference & Site Inspection:	March 16, 2020	Time: 2:00 p.m.	
Question Submittal Deadline	March 19, 2020	Time: 4:00 p.m.	
Question Response Deadline:	March 26, 2020	Time: 4:00 p.m.	
Proposal Submittal Deadline:	April 2, 2020	Time: 4:00 p.m.	

PROPOSALS MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED ABOVE. PROPOSALS WILL BE ACCEPTED AND NAMES OF PROVIDERS READ ALOUD AT THAT TIME. LATE PROPOSALS WILL NOT RETURNED UNOPENED AND WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE PROVIDERS:

You are hereby invited to submit your proposal for the requirements as specified herein.

The original proposal and the required number of copies must be received in a sealed package(s) that has/have your company name, address, the RFP number and the RFP description clearly stated on the outside of the package(s).

Proposals must be delivered prior to the public opening to; and, upon receipt, will be time-stamped in:	Village of Indiantown Office of the Village Clerk <i>Delivery Address:</i> 16550 SW Warfield Blvd. <i>Mailing Address:</i> PO Box 398 Indiantown, FL 34956 <i>Please note that our office hours are:</i> Monday-Thursday 8:00 a.m. – 6:00 p.m. Fridays, CLOSED We <u>HIGHLY</u> recommend delivering all proposals to our delivery address, during business hours, instead of mailing them via USPS to ensure timely delivery. Postmarks are NOT accepted.
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FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.

Solicitation Information

Solicitation Title:	Fire and EMS Services
Purpose/ Description:	The Village of Indiantown invites proposals from qualified firms to manage and deliver the Village's Fire and EMS services.

Event	Location	Date	Time
RFP Published	Stuart News and www.demandstar.com	March 2, 2020	N/A
Mandatory Pre-Bid Conference & Site Inspection	16550 SW Warfield Blvd. Indiantown, FL 34956	March 16, 2020	2:00 pm
Question Submittal Deadline	N/A	March 19, 2020	4:00 pm
Question Response Deadline	N/A	March 26, 2020	4:00 p.m.
Proposal Submittal Deadline:	Village of Indiantown, FL	April 2, 2020	4:00 p.m.
Evaluation & Ranking	16550 SW Warfield Blvd. Indiantown, FL 34956	April 6-9 2020 ¹	4:30 pm
Anticipated Award Date	Village of Indiantown, FL	April 23, 2020 ²	TBD

Point of Contact:

All requests for information related to this solicitation must be submitted in **writing** and directed to:

Susan A. Owens, MPA, MMC
Village Clerk, at:
sowens@indiantownfl.gov

ALL questions must be sent via e-mail, by the question deadline specified above. Questions sent via any other method will not be answered.

¹ The Village of Indiantown reserves the right to delay and/or change the date for this event.

² The Village of Indiantown reserves the right to delay and/or change the date for this event.

Village of Indiantown
REQUEST FOR PROPOSALS (RFP)
FIRE AND EMS SERVICES - RFP NO. 2020-004

The Village of Indiantown ("Village") is a rural community of 9 square miles and approximately 6,800 residents in the Florida's Treasure Coast, which was first established in the early 1900's. The Village was incorporated as a municipality in 2017 as the newest government in Florida. The Village is governed by a Mayor and Council elected at large, while day-to-day operations are directed by the Village Manager. The Village has received fire suppression, 911/advanced life support paramedic services (including ambulance transport), prevention and investigation services under contract from Martin County Fire Rescue (MCFR). The Village's existing agreement with the MCFR is renewable on an annual basis and is set to expire on October 1, 2020.

The Village is seeking sealed proposals from qualified Providers for a full-service agreement that provides for both Fire Protection Services and 911/Advanced Life Support (ALS) Emergency Medical Services (including transport services). In addition, these services should include Hazmat response, Search and Rescue and Fire Prevention, Investigation Services and Village employee training. The sealed proposals will be received at the Office of the Village Clerk, 16550 SW Warfield Blvd., Indiantown, FL 34956, **until 4:00 p.m. Eastern Standard Time, on Thursday, April 2, 2020,** at which time this RFP will be publicly declared closed.

Solicitation documents may be obtained by contacting **DemandStar by Onvia** at: **www.demandstar.com** or toll-free at: **1-800-711-1712**. Vendors who obtain solicitation documents from other sources than DemandStar.com are cautioned that the solicitation package may be incomplete. Furthermore, any and all addendums or clarifications will solely be posted and disseminated by DemandStar. All plan holders in DemandStar will automatically be provided, by DemandStar, with any addendums or clarifications issued by the Village.

VENDORS WHO DO NOT USE DEMANDSTAR, DO SO AT THEIR OWN RISK. THE VILLAGE RESERVES THE RIGHT TO DISQUALIFY ANY PROPOSERS THAT DO NOT INCLUDE ACKNOWLEDGEMENTS OF RECEIPT OF ANY CLARIFICATIONS AND/OR ADDENDUMS ISSUED BY THE VILLAGE THROUGH DEMANDSTAR.

The term of this agreement shall be for three (3) years, beginning October 1, 2020, with an option to extend the agreement for two (2) additional two-year extensions (7 years total maximum award), based on the mutual consent of both parties, provided that the Provider has met the requirements of the Village and earned the right to negotiate for a renewal based on performance and at the sole discretion of the Village. The Village shall make the offer of extension to the Provider at least nine (9) months prior to the scheduled end of the term of the Agreement or any previously granted extension.

The Village encourages Providers to be creative and innovative in their approach to offer options that provide a viable service level for the Village. Providers may elect to submit proposals that result in a collaborative approach in the delivery of services under a resultant contract. Providers may submit a proposal that includes the use of multiple Provider agencies working together (i.e. neighboring jurisdictional agencies) to deliver the proposed required services described herein. In such a proposed collaborative approach, the Provider shall

describe in its proposal, in detail, the organizational structure of the proposing entity (i.e. Joint Powers Authority agreement), describe the roles of each participating entity and describe how each of the collaborating entities will work together to deliver all the required services set forth herein under a resultant contract.

Providers shall submit **ONE (1) SEARCHABLE PDF COPY ON AN USB DRIVE OF THE COMPLETED, ORIGINAL RFP PACKAGE AND FIVE (5) PHOTOCOPIES** in a sealed package(s). Your company name, address, the RFP number and the RFP description shall be clearly stated on the outside of the sealed package(s).

Email and facsimile responses shall not be accepted.

All RFP submittals shall be in a sealed package addressed to the Office of Village Clerk, Village of Indiantown, 16550 SW Warfield Boulevard, Indiantown, FL 34956, and plainly marked on the outside:

Proposer's Name:

Proposer's Address:

RFP No.: 2020-004

RFP Description: FIRE AND EMS SERVICES

Providers may not withdraw their proposals for a period of ninety (90) calendar days after the day set for the opening of Proposals.

The Village of Indiantown reserves the right to waive informalities, to reject any and all RFP submittals, and to accept any RFP submittals or any combination of RFP submittals, which, in its sole judgment, will best serve the public interest.

All requests for information related to this solicitation must be submitted in **writing** and directed to Susan A. Owens, MPA, MMC, Village Clerk, at: sowens@indiantownfl.gov.

Susan A. Owens, MPA, MMC

Village Clerk

Published: March 2, 2020

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SPECIAL INSTRUCTIONS TO PROVIDERS

SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

1.1 Village: The Village of Indiantown, Florida.

1.2 Contract: The written agreement for performance of the Scope of Work entered into between the Village and the successful Provider.

1.3 Contract Administrator: The Village Manager or some other employee expressly designated as Contract Administrator in writing by the Village Manager, who is the representative of the VILLAGE concerning the Contract Documents.

1.4 Village/Selection Committee: Elected Officials, Citizens, Village Staff and Outside Consultants assigned to evaluate the submitted proposals.

1.5 Provider: Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Provider shall mean the same thing as the Bidder or Provider.

1.6 “Provider”, “Bidder”, “Contractor”, or “Successful Provider” or “Consultant”: The Provider receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.

1.7 Qualifications/Proposal, Proposals, shall refer to any offer(s) submitted in response to this Request for Proposal.

1.8 Request for Proposal, “RFP”, or Proposal: This Request for Proposals including all Exhibits and Attachments as approved by the Village and addendums or change orders issued by the Village of Indiantown. These terms may be used interchangeably in this Request for Proposals while retaining the same meaning.

1.9 Subcontractor/Subconsultant: Any person, firm, entity, or organization, other than the employees of the successful Provider, who contract with the Successful Provider to furnish labor, or labor and materials, in connection with the Work or Services to the Village, whether directly or indirectly, on behalf of the Successful Provider.

1.10 Work, Services, Program, Project, or Engagement: All matters that will be required to be done by the successful Provider in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

1.11 Village Clerk: The Office of the Village Clerk, Village of Indiantown.

SECTION 2 – SCOPE OF SERVICES

I. PURPOSE AND INTENT:

The Village of Indiantown is an incorporated municipality and a political subdivision of the State of Florida with authority for designating fire protection first responders and emergency medical services first responders at the basic life support (emergency medical technician) and advanced life support (paramedic) levels through a competitive procurement process. The Village desires to enter into an agreement with the selected Provider to deliver the services specified in this RFP. It is the Village's intent is to establish the **Indiantown Fire and EMS Department** with the responsibility to provide emergency Fire, EMS and other hazard response and protection along with prevention and mitigation efforts aimed at maintaining the safest possible environment within the Village. By establishing the Indiantown Fire and EMS Department it is the goal of the Village to maintain or improve the current ISO rating and to ensure a level of coverage, community response times, and a quality of response that provides a level of protection that is consistent with, or superior to, the services that have been provided by the previous service provider.

II. DESCRIPTION OF VILLAGE OF INDIANTOWN AND SERVICE RESPONSIBILITIES:

A. The Village of Indiantown encompasses almost 9 square miles of land with an estimated population of 6,800. It was incorporated on December 31, 2017, by the Florida State Legislature. The Village operates under a council/manager form of government.

B. The following table provides service call statistics for calendar years 2018-2019 as provided by the MCFR.

Year	Unit Responses	Structure and Outside Fires	EMS Calls	Other Incidents*	Incident Totals
2019	1,027	18	860	329	1,722

*In addition, there were 515 times that MCFR units were moved-up into Indiantown for cover assignments.

C. The Village shall maintain local discretionary decision-making, identity, and control over service levels, budget, and funding for emergency fire suppression, prevention, investigation, hazmat, search & rescue and emergency medical services. Provider shall operate under the Village's Emergency Response Plan (in development) and its emergency response efforts shall be directed by the Village. Provider shall work with and train with Village staff in emergency preparedness operations.

D. The Village of Indiantown shall continue to retain ownership and control of the Booker Park Fire Station (Fire Station). The Village will lease to the selected Provider (separate lease agreement) the fire station for \$1 per year. The Provider will be responsible for providing all non-existing furnishings, utensils, appliances along with the general and routine maintenance of a non-structural or mechanical nature for the fire station, as well as general property maintenance.

E. All personnel assigned and operating within the Indiantown Fire and EMS Department shall be cross-trained as Firefighters and EMS service personnel. The Village encourages the use

of part-time, reserve, paid-on call, volunteers or other employment status' that provides qualified personnel in delivering these services. The Provider shall adhere to the Florida State Fire Marshal's, Bureau of Firefighter Standards and Training minimum training requirements for;

1. Firefighter 1 & 2
2. Driver Operator
3. Company Officer
4. Chief Fire Officer (including competency and training as incident commander).

F. All personnel assigned and operating within the Indiantown Fire and EMS Department shall be trained and hold valid certification as emergency medical technician or paramedic under The Florida Department of Health, Division of Medical Quality Assurance and licensed to practice in Martin County. The Provider shall always retain on file copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under the Agreement and shall provide copies of same to the Village upon request.

G. All persons employed by the Provider shall undergo a criminal record check conducted by the Provider. It is the Village's intent in requiring a criminal record check that the Provider is aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in a Fire and EMS system. This should include, at a minimum conviction related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse, and spousal abuse. The Provider must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses. The Provider shall provide the Village with its specific policies concerning drug and alcohol use and sexual harassment. In addition, the Provider shall provide as part of this proposal its employment policies relating to the hiring of employees with felony and misdemeanor convictions. The Provider shall not employ or retain any employee whose Florida drivers' license is revoked or currently suspended.

H. It is the Village's expectation that the contractor will adopt procedures specifically for the Indiantown contract that will meet or exceed the regulatory requirements for occupational safety and health including but not limited to infection control, blood borne pathogens and TB. These precautions shall be designed for both the safety of all first responders and the citizens being served. Additionally, such measures would include, but not be limited to written protocols and standard procedures and directives, universal precautions, periodic training and safety alerts, annual medical screenings and the wearing of personal protective equipment. The Provider shall insure adherence to all HIPAA guidelines.

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

- A published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. Medical substances authorized by a medical physician are exempt from this provision.
- Inform the employee about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling,

rehabilitation, employee assistance programs and the penalties that may be imposed upon the employees for drug abuse violations.

- Give each employee a copy of the statement specified in Paragraph 1.
 - Impose a sanction on, or require satisfactory participation in a drug assistance or rehabilitation program, by any employee convicted of a drug related crime or determined to be in violation of the contractor s' drug and alcohol control policy
 - At the beginning of the contract period have a drug-testing program in effect that addresses both pre-employment drug screening and the periodic testing of employees.
- J. The Provider will be required to provide and maintain all necessary equipment, radios (including portables, mobile and base station), vehicles, apparatus, tools materials, and supplies needed to provide these services to the Village the cost of which shall be incorporated into the annual service contract cost the Village pays.
- K. All vehicles operated by the Provider must be properly registered, licensed and insured in accordance with all applicable Federal, State of Florida and Martin County licensing requirements.
- L. The Provider, as required by the laws and statutes of the State of Florida and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all non-exempt sales and use taxes. The Provider agrees that all federal, state, and local sales and use taxes are included in the stated unit prices for the work.

III. GENERAL REQUIREMENTS:

A successful Fire and EMS delivery system has three major consumer objectives:

1. prevent loss of lives and minimize property loss;
2. quick response times to emergencies;
3. provide services in a safe and fiscally prudent manner.

The Village seeks to meet these objectives now and, in the future, while ensuring good value for the community. One of the goals of the Village's public safety program is to sustain a high-performance Fire Protection and EMS response system.

Essential elements of this high-performance system include:

- Quick and effective response to Fire and EMS needs;
- Effective fire prevention programs;
- Effective fire code enforcement and investigation services;
- Effective advanced life support programs;
- Effective basic life support services;
- Quick and effective response to Hazmat emergencies;
- Effective execution of search and rescue activities, and vehicle extrications;
- Care for the sick and injured and the prevention of loss of life;
- Continuing education for EMS credentialed personnel;
- Continuous quality improvement review processes;
- Coordinated response capabilities between Fire, Police, EMS and other Village Departments;
- Effective planning and training for emergency response to natural or man-made disasters.

The selected provider will be the Village's primary provider of the Emergency Transport services requiring a Certificate of Public Convenience and Necessity (COPCN) provided through Martin County for the term of this agreement. It shall be the responsibility of the Provider to obtain and maintain (at their expense) a COPCN for these services. The Village will monitor service delivery, patient care and contractual compliance through a series of independent performance measures that will be reported to the Village on a regular basis. The successful Provider will be required to base its delivery model on clearly defined outcome measures and not a Level of Effort criterion.

The Provider shall maintain organizational workforce policies that demonstrate the Provider's commitment to provide a workforce that represents the Provider and the Village to the citizens and visitors of the Village in a fashion that portrays a professional public service image. Such professional standards policies maintained by the Provider shall include policies for personnel personal grooming standards, uniform standards, on-duty professional conduct standards and inter-agency personnel communications standards.

The Provider shall design and utilize a series of Village Service Zones that provides a geographic breakdown of the Village for the purpose of sub-dividing the Village into logical and manageable sub-areas of the Village to identify service delivery outcomes and performance measures. The Provider shall propose to the Village Manager, for his approval the recommended Village Service Zones, prior to implementing their use.

IV. SCOPE OF WORK TO BE PERFORMED:

Fire Protection Services:

- A. The Provider shall provide all services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, ability to pay or any other covered group.
- B. The Provider's emergency fire protection services will include structural protection for commercial, residential, and industrial occupancies, wildland, grass, brush protection and mitigation, in-service fire company fire safety and code enforcement inspections, company officer fire investigation, pre-fire planning, outdoor fire safety inspections/prevention, investigations, pre-fire planning, hazardous materials incident response, vehicle fires, emergency vehicle extrication, hazardous conditions response (flooding, downed power lines, tornadoes, hurricanes, terrorist incidents) and mutual/automatic aid to surrounding communities.
- C. The Provider will provide for the professional management and operational control and supervision of the fire department following recognized tactics and procedures and command structures utilizing established practices and industry standards appropriate for the level of risk that exists in the Village. All responding, or support personnel shall meet any applicable County, State or Federal qualifications or training requirements, including applicable OSHA requirements, driving licensure, etc.
- D. The Provider will recruit, test, hire, train, and manage the personnel required to deliver this service. The Provider will ensure that all training for its employees, is provided by accredited and qualified instructors and institutions, that will meet or exceed the

accepted industry standards, requirements, and specific operational needs of the Village and that all training is documented and available to the village upon request.

- E. The Provider shall maintain an on-going driver training program for its Fire personnel. The program, the number of instruction hours, and the system for integration into the Provider's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the Village initially and on an annual basis thereafter. Training, competency and skill proficiency verification are required for each of the Provider's Fire vehicle drivers at initial employment with annual training refresher courses and skill confirmation.
- F. The selected Provider shall designate a Chief Fire Officer to the Village who shall serve as the contract administrator to the Village for the Fire and EMS Services contract and will also assume field command duties for emergency incidents (including Fires, EMS and other Hazardous situations) when needed and serve as the Fire Code Official (Fire Marshal), with authority to enforce the Florida Fire Prevention Code and amendments, as adopted by the State Fire Marshal under Chapter 633.202, Florida Statutes, and all applicable codes in the Indiantown Municipal Code pertaining to building/fire codes and building safety inspections. The Fire Chief shall have the authority during emergencies in which there are life safety concerns, to evacuate all or portions of a building or buildings and may restrict access to structures when they are deemed unsafe. The Fire Chief shall notify the Village Manager as rapidly as possible, whenever there is a major incident occurring in the Village and in the event of a civilian or employee death. The Chief Fire Officer shall be assigned a cellular telephone by the Provider that enables 24-hour access to/from the Village Manager.
- G. The Village envisions the following staffing levels to provide sufficient coverage from the Indiantown Fire Station:
 - a. One 3-person engine company
 - b. Two 2-person ALS transport capable Medic Units
- H. The Provider shall assign and maintain a Shift Officer (as part of the on-duty crew) who is trained as a company officer and who is responsible for all supervisory responsibilities for the on-duty personnel for both administrative and field operations. The on-duty Shift Officer shall be assigned a cellular telephone by the Provider that enables 24-hour access to/from the Village Manager.
- I. Labor negotiations, worker's compensation, personnel administration, employee benefits, and career development will be the Provider's responsibility. The Village's expectations regarding work rules and existing memorandums of understanding between the Provider and its employees will not impact or hamper the Provider's ability to deliver the services in the manner prescribed herein by the Village.
- J. In situations when the Provider has assigned all on-duty resources to a single incident or multiple incidents, for extended periods of time (exceeding thirty (30) minutes), the Provider will enact its "must cover" cover policy for the Village and community. "Must cover" means that any time all of the staffed apparatus is committed to an emergency or emergencies for an extended period of time (exceeding thirty (30) minutes), and there is an inability to respond to an additional incident, the Provider shall initiate its back-up staffing procedures involving:
 - a. Call back of off-duty personnel,

- b. Initiate a request for mutual aid, or
- c. Activation of reserve or paid on call firefighters.

The Provider will be required to comply and participate in area and county mutual aid coverage during emergencies that mutual aid is requested from Village resources. Prior to providing service to the Village on October 1, 2020, the selected Provider will need to establish and have in effect, mutual aid agreements to the extent possible.

- K. During the term of the agreement, the Village of Indiantown and Indiantown Fire and EMS Department seal/logo will be prominently displayed on all fire engine apparatus and medic vehicles and may include a reference to the Provider. All employee uniforms shall display uniform patches denoting the Village of Indiantown Fire and EMS Department. Provider shall participate in community events as well as provide public safety services.
- L. The Provider will be responsible for the enforcement of all applicable State fire codes and code provisions in the Indiantown Municipal Code pertaining to in-service fire company inspections and code enforcement. The Provider will maintain a representative in the Village's Emergency Operations Center (EOC) when the EOC is activated. In addition, the Provider will have an active and prominent role in the Village's emergency response planning efforts and will participate with the Village's COOP Coordinator in emergency planning tabletop exercises.
- M. The Village will hire/contract with an outside vendor who will be responsible for fire plans review, new construction inspections/permitting and code enforcement activities that are beyond the scope and authority of in-service fire company inspections as authorized by the Florida State Fire Marshall's Office.

Emergency Medical Services:

- A. The Provider shall provide all services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, ability to pay or any other protected group.
- B. The Provider will recruit, test, hire, train, and manage the personnel required to deliver this service. The Provider will provide training to all its employees, by accredited and qualified instructors and institutions, that will meet or exceed the accepted industry standards, requirements, and specific operational needs of the Village.
- C. The Village has determined that a minimum of two (2) ALS medic units will needed to be staffed, on-duty and stationed in the Village on a 24-hour basis every day to respond to the Villages' EMS and Fire calls for service.
- D. The Provider shall maintain an on-going driver training program for its EMS personnel. The program, the number of instruction hours, and the system for integration into the Provider's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the Village initially and on an annual basis thereafter. Training, competency and skill proficiency verification are required for each of the Provider's EMS vehicle drivers at initial employment with annual training refresher courses and skill confirmation.

- E. The Provider shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective gear donning (e.g. eye protection, gloves, etc.).
- F. The Provider shall provide all necessary EMS continuing education training for all its personnel responding to emergency medical requests as required by the State of Florida and Martin County EMS. The Provider shall also provide annual CPR and AED training to Village employees.
- G. Labor negotiations, worker's compensation, personnel administration, employee benefits, and career development will be the Provider's responsibility. The Village's expectations regarding work rules and existing memorandums of understanding between the Provider and its employees will not impact or hamper the Provider's ability to deliver the services in the manner prescribed herein by the Village.
- H. During the term of the agreement, the text "Village of Indiantown Fire and EMS" seal/logo, which shall be prominently displayed on all EMS apparatus. The Provider's legal name or fictitious business name shall also be displayed on each of Provider's vehicles. All of Provider's employee uniforms shall display uniform patches denoting "Village of Indiantown Fire and EMS" on the uniform patch. The uniforms may also include a patch indicating the service level of the EMS care provider such as "Paramedic" or another similar patch. The Village will work with the selected Provider to design the final uniform patches to be worn by all personnel assigned to the Village.

Response Time Performance:

The service provider shall adhere to the following response time performance standards.

- A. **Turnout Times:** The Provider's assigned Fire and EMS units shall turnout (initiate the response) for all Fire and EMS calls within one-minute fifty-nine seconds (0:01:59) after receipt of notification from dispatch, at a performance rate of not less than 90% in each calendar quarter.
- B. **Emergency Response Time Intervals:** For both Fire and EMS emergency responses, the Provider's initial Fire or EMS response unit shall arrive on-scene of the call within five minutes fifty-nine (0:05:59), at a performance rate of not less than 90% in each calendar quarter. The seven-minute fifty-nine second (0:07:59) criteria is the cumulative response time recorded for each qualifying call that includes both the turnout time and travel time.
- C. **Response Time Compliance Reporting:** The Provider shall provide the Village with monthly and quarterly reports of its response time compliance for each of the two response time performance phases (turn-out and travel time) set forth herein. The Provider's response times compliance for each of the two call phases set forth herein shall be calculated and reported monthly for quality improvement purposes and quarterly for contract performance reporting purposes to determine the Provider's response time performance compliance. All required response reporting described herein shall be submitted by the Provider to the Village within 10 days of the end of each month and within 10 days of the end of each quarter using fractile response-time measurements.

The reports should be submitted to the Village by the Provider in an electronic form (via e-mail) in both an excel format and in a searchable PDF report format.

- D. **Reporting Deficiencies:** In the event the Provider fails to submit each of the required reports set forth herein, or in the event a report submitted by the Provider is deemed by the Village to be deficient due to missing, false or otherwise erroneous data, incorrectly formatted, insufficient form, the Provider shall be fined by the Village a late reporting penalty of \$100 dollars per day for each calendar day the Provider fails to provide the report to the Village beyond the due date of each such report.
- E. **Response Time Performance Deficiency:** If in any quarter the Provider fails to meet the minimum standards set forth herein for one or more of each of the two response time criteria, the Provider shall be deemed to have a response time deficiency for that quarter.
- F. **Response Time Performance Breach.** If in any two quarters, within a 12-month period, the Provider fails to meet the minimum standards set forth herein for one or more of each of the two response time criteria, the Provider shall be deemed to be in response time breach.
- G. **Response Time Performance Default.** If in any three quarters, within a 12-month period or if in more than four quarters within the three-year contract term, the service provider fails to meet the minimum standards set forth herein for one or more of each of the response time criteria, the service provider shall be deemed to be in response time default.
- H. **Response Time Non-Compliance Cure Processes.** The following shall describe the following three levels of response time non-compliance cure processes.
 - 1. **Findings of Response Time Performance Deficiency.** The Provider shall submit a corrective action plan ("CAP") to the Village within 10 days of notice by the Village of a finding of a response time deficiency. The Provider shall detail in its CAP the reasons for the deficiency, its plan to obtain full compliance and the estimated timeframe that the Provider will obtain full compliance with the response time standards set forth herein. Within 10 days of receipt of service provider's CAP, the Village shall review the CAP and either approve the CAP as submitted or return it to the Provider with a notice of rejection and written directive for additional corrective actions. The Provider shall provide the Village with a revised CAP within 10 days thereafter. Within 10 days, the Village shall review the CAP and either approve the CAP or make a finding of response time performance breach.
 - 2. **Findings of Response Time Performance Breach.** The Provider shall submit a corrective action plan ("CAP") to the Village within 10 days of notice by the Village of a finding of a response time breach. The Provider shall detail in its CAP the reasons for the deficiencies which resulted in the breach finding, its plan to obtain full compliance and the estimated timeframe that the Provider will obtain full compliance with the response time standards set forth herein. The Provider shall be fined a response time **penalty of \$5,000.00**. Within 10 days of receipt of Provider's CAP, the Village shall review the CAP

and either approve the CAP as submitted or return it to the Provider with a notice of rejection and written directive for additional corrective actions. The Provider shall provide the Village with a revised CAP within 10 days thereafter. Within 10 days, the Village shall review the CAP and either approve the CAP or make a finding of response time performance default.

3. **Findings of Response Time Performance Default.** The Provider shall submit a corrective action plan ("CAP") to the Village within 10 days of notice by the Village of a finding of a response time default. The Provider shall detail in its CAP the reasons for the deficiencies which resulted in the default finding, its plan to obtain full compliance and the estimated timeframe that the Provider will obtain full compliance with the response time standards set forth herein. However, any approval of a Provider CAP related to this provision may be provisional solely for the purposes of maintaining service continuity during the transfer of Provider services to an alternate Provider. In a case of a finding of default under this provision, the Provider shall be fined a response time **penalty of \$25,000.00** and the Village Administrator shall perform a review of the Provider to determine the need to make a recommendation to the Village Council to initiate the process to terminate the Provider's agreement for cause, invoke the performance guarantee provision and commence a procurement process to secure a replacement Provider to assume services on an emergency basis as may be needed.
4. **Response Time Exceptions and Exception Requests.** The Provider shall maintain the ability for backup capacity, in order to rapidly put into service reserve units during periods of high demands or temporary system overload. However, it is understood that from time to time unusual factors beyond the Provider's reasonable control will affect the achievement of the specified response time standards. These situations are limited to severe weather conditions, declared mass casualty incidents, disaster, or other periods of unusually high demand. Exceptions require the approval of the Village. High demand is defined as those periods when three or more emergency responses are in progress simultaneously.

If the Provider feels that any response or group of responses should be excluded from the calculation of the response time standards due to "unusual factors" beyond the Provider's control, the Provider may request an exception. Any such request must be in writing and received by the Village Manager or his designee within five business days of the end of each month. The determination of the Village Manager shall be final and binding on both parties.

Equipment failure, traffic congestions, vehicle breakdown or other such "incidental occurrences" shall not be grounds to grant an exception

I. **Patient Care Reporting**

The service provider shall utilize and maintain an electronic patient care reporting ("ePCR") software platform that is compliant the Florida Prehospital EMSTARS database system, that is compliant with the National EMS Information System (NEMSIS).

J. **Medical Direction**

The Provider is required to provide comprehensive medical direction including both on-line and off-line medical oversight for all provider employees including both EMT's and

paramedics. This Medical Director shall be a Florida licensed physician, Board-certified by the American Board of Emergency Medicine, or the American Board of Osteopathic Emergency Medicine who is employed by the Provider under an independent contract. The Medical Director shall oversee the training requirements for all contractors' personnel, oversight of emergency medical dispatching including pre-arrival medical instruction, recertification guidelines, the development of emergency medical protocols and standing orders, and a fully functional quality assurance process including quality control.

K. Billing, Collection Services and Patient Service Fees

The Provider is responsible for providing billing and collection services. Billing and collection services shall be conducted according to specified professional guidelines including patient treatment, and transport fees developed by the Provider and approved by the Village.

The Provider may charge and bill for 911 EMS first-responder and transport services provided (including inter-facility patient transfers) at both the BLS and ALS levels. The Provider shall adopt a comprehensive fee schedule for its transport services and all additional charges (i.e., mileage, supplies, medications, special treatments, etc.) which is approved annually by the Village Council. Such shall be incorporated in the Provider's proposal and incorporated into the Provider's agreement.

L. Monthly EMS Operational Reporting Requirements

The Provider shall provide a detailed and comprehensive monthly and an annual EMS operational report on response activities that includes;

- Total responses
- Total emergency transports
- Total patients transported
- Total responses and transport activity by medic unit
- Total cancelled calls (prior to arrival)
- Total patient refusals (treatment and no transport)
- Distribution of responses by time of day and day of week
- Distribution of incidents by location (Village service zones)
- Description of incidents by severity of injury/illness
- Summary of patient complaints (situation found)
- Response time summary for all responses
- Response time summary by Village service zones
- Response time summary by medic unit
- Frequency of simultaneous calls for service (Village-wide)
- Summary of mutual aid requests
- Summary of call duration (transports and non-transports)
- Summary of transport destinations

- Listing of equipment or vehicle breakdown/malfunctions
- Listing and disposition of all patient complaints (complaint regarding the type of care given, the ambulance ride, cleanliness of the ambulance, interactions between the patient and the care giver, the cost of the service, etc.)

M. Monthly Fire and Other Operational Reporting Requirements

The Provider shall provide a detailed and comprehensive monthly and an annual Fire operational report on response activities that includes;

- Total responses
- Total cancelled calls (prior to arrival)
- Distribution of responses by time of day and day of week
- Distribution of incidents by location (Village service zones)
- Description of incident by occupancy call type
- Summary of action taken
- Estimated cause and origin for fire calls
- Estimated fire loss
- Response time summary for all responses
- Response time summary by Village service zones
- Frequency of simultaneous calls for service (citywide)
- Summary of mutual aid requests
- Summary of call duration
- Listing of call in which occupant property damage was caused by Provider personnel
- Listing of equipment or vehicle breakdown/malfunctions
- Listing and disposition of all occupant/citizen complaints

N. Quarterly Financial Reporting Requirements

The Provider shall organize and report its financial records in a manner to facilitate the direct comparisons between dispatch incident numbers and patient account records. The financial records should be provided to the Village on a quarterly basis and organized to capture the following:

- Total expenses and revenues
- Total average charge per patient
- Total average patient charge for medical supplies
- Total average patient charge for medications
- Total average patient charge for disposable equipment
- Total average patient charge for mileage

- 30, 60, and 90-day Accounts Receivable
- Distribution of payments by all payment groups (Medicare, Medicaid, private insurance, direct payment, non-collectables/bad debt)
- Quarterly collection rate (percentage) for all ambulance billings
- Total accounts written off as bad debt after 180 days attempted collections

O. Annual Report

The Provider shall provide a detailed and comprehensive annual report (no later than December 1st of each year, that is a cumulative summary of all Fire and EMS activities for the preceding year. In addition, this report shall identify the accomplishments achieved in the last 12-months and the goals of the Provider in addressing improvements or enhancements to the service that will be provided during the next 12-month cycle.

SECTION 3 – QUALIFICATIONS

- 3.1 Assignment:** The Provider shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the Village. Any change in the Providers ownership shall, for the purpose of the Agreement be considered a form of assignment.
- 3.2 Permits and Licenses:** The Provider shall be responsible for and shall hold any and all required federal, state and local permits or licenses required to perform its obligations under the Agreement. The Provider is expected to comply with all applicable county, state, and federal guidelines in the delivery of pre-hospital medical care and to obtain the necessary State of Florida and Martin County licensing in order to provide emergency medical and transport services.
- 3.3 Personnel Qualifications:** All personnel shall be appropriately certified or licensed by the State of Florida and their functional privileges will be specifically authorized by the Provider’s Medical Director in accordance with medical oversight policies.
- 3.4 Radio Communications:** The Provider is required to utilize the Martin County Sheriff’s Office Communications Unit and Martin County Fire Rescue Communications to process and monitor all vehicular movements. The Provider shall obtain or be authorized to use the necessary emergency radio frequencies and communication licenses to enable emergency communication and official radio traffic with compatibility with the designated 911 PSAP, Fire Rescue Communications as well as any inter-agency and mutual aid partners.
- 3.5 Vehicles and Equipment:** It is the Provider’s responsibility to maintain and equip each of the medic units in accordance with State of Florida and Martin County guidelines for ALS transport vehicles. The Provider and Medical Director may choose to stock each vehicle with additional equipment, tools, and protective clothing beyond that which is required by state guidelines. Fire apparatus should be equipped in accordance with NFPA 1901. No vehicle with an odometer reading of greater than 150,000 miles will be used to respond to emergency calls, unless refurbished and approved for use in writing by the Village Manager.

- 3.6 24/7 Coverage:** It is the intent of this proposal to ultimately enter into an agreement with the Provider that ensures the prescribed services will be available on a 24-hour a day basis, seven days a week, and 365 days per year. It is further understood by the Provider that there will be certain periods of time during the year that service demand will exceed the normal daily call volume. During these heightened periods of demand (man-made or natural disasters, hurricanes, mass casualty incidents, and transportation accidents) the Provider will rapidly increase its staffing and available resources in response to these peak demand periods. The Provider is required to provide emergency contact information and maintain the accuracy of this information, in order for the Village to contact key personnel during a critical emergency or during disaster situations.
- 3.7 Emergency Management:** The Provider shall be actively involved in planning for and responding to any declared or undeclared disaster in the Village. Disaster coordination is to be facilitated through the Village Manager's Office, and the Martin County Office of Emergency Management.

SECTION 4 - TERM OF CONTRACT

The initial term of the Agreement ultimately executed by the Provider shall be for a period of 3 years beginning October 1, 2020. The Village may offer, at its sole option, and based in part upon the Provider's superior performance two (2) two-year renewals (for a maximum award of 7 years). The offer of extension shall be for one 24-month extension after the completion of the initial 3-year contract period and then a second 24-month extension at the completion of the first 24-month extension period. Each extension will be considered independent of the other and will be offered at the sole option of the Village. If the Village determines that an extension of the contract is warranted, such offer shall be made at least nine (9) months prior to the scheduled end of the term of the Agreement or previously granted extension. After the Village's notification to the Provider of its intent to extend, the Provider shall decide within 60 days if it intends to accept the invitation to extend the agreement.

SECTION 5 – INQUIRIES/AVAILABILITY

- 5.1** Inquiries concerning Proposal submittals should be made via email and directed to:

Susan A. Owens, MPA, MMC
Village Clerk
sowens@indiantownfl.gov

- 5.2** Copies of the full RFP may be obtained from DemandStar at www.demandstar.com.

CONTACT WITH PERSONNEL OF THE VILLAGE OF INDIANTOWN OTHER THAN THE VILLAGE CLERK OR A DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 6 – SUBMITTAL INFORMATION

- 6.1** All RFP submittals shall be in a sealed package(s) addressed to the Office of Village Clerk, Village of Indiantown, 16550 SW Warfield Boulevard, Indiantown, FL 34956, and plainly marked on the outside:

Proposer's Name:

Proposer's Address:

RFP No.: 2020-004

RFP Description: FIRE AND EMS SERVICES

The Due Date/Time is: **Thursday, April 2, 2020, at 4:00 PM.**

- 6.2** Providers shall submit **ONE (1) SEARCHABLE PDF COPY ON AN USB DRIVE OF THE COMPLETED, ORIGINAL RFP PACKAGE, INCLUDING ALL REQUIRED FORMS, AND FIVE (5) COMPLETE PHOTOCOPIES** in a sealed package(s). The original and all copies must be submitted in a sealed package and received by the closing date and time stated above.

All printed copies must be submitted on 8½" by 11" paper, neatly typed and single-sided, in Times New Roman font, no smaller than 12-point, with normal margins and spacing. Each printed copy of the proposal shall be submitted in a single 2" binder which contains the complete response to the RFP, including all required forms.

- 6.3** Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Provider. The submittal of a Statement of Proposal by the Provider will be considered by the Village as constituting an Offer by the Provider to perform the required services.

SECTION 7 - EVALUATION METHODOLOGY

- 7.1** All acceptable proposals will be evaluated by a Selection Committee (SC).
- 7.2** The members to the SC will be appointed by the Village Manager and may include a Village Council Member, Citizen Representatives, a Finance Professional from the Village and Fire and EMS subject matter experts.
- 7.3** The SC will recommend a Provider in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the SC.
- 7.4** All contact during the evaluation phase shall be through the designated Village contact person only. Providers shall not contact or lobby evaluators, elected officials or other Village staff until an Agreement has been awarded by the Village Council. Attempts by Providers, either directly or indirectly through lobbyists, organized labor, or other agents to contact and/or influence members of the SC, elected officials or other Village staff will result in disqualification of the Provider.

- 7.5** The SC will evaluate each proposal meeting the minimum qualification requirements set forth in this RFP. Providers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risk of the Village's requirements, as set forth in this RFP.
- 7.6** As a result of this RFP, the Village intends to award a Fire and EMS Services Agreement to the responsible Provider whose response conforms to the RFP and whose overall proposal presents the greatest value to the Village. The Village may reject any Proposal and may waive, to the fullest extent permitted by law, any informalities or minor irregularities therein not involving price, time or changes in the services provided. The goal is to award an agreement to the Provider that offers the Village the best quality, as determined by the combined weight of the evaluation criteria, but at a cost that is fiscally prudent and sustainable over the long-term. Consequently, the Village could opt to form its own Fire Department. Furthermore, the Village reserves the right, in its sole discretion, to reject all Proposals and issue a further request for proposals.
- 7.7** In evaluating Proposals, Village will consider the information provided in the Proposal, the compliance with the prescribed requirements, and such other data as may be requested in this RFP, or any other information requested, provided or discovered prior to the Award Date.
- 7.8** Much of the material needed to present a comprehensive proposal should be included into the proposal submitted. Other information may be added to further support the evaluation process whenever such additional information is deemed appropriate in considering the nature of the services being solicited.
- 7.9** The Village may conduct any investigations the Village deems necessary to assist it in its evaluation of any Proposal and to establish the Provider's responsibility, qualifications and financial ability (and that of its proposed sub-Providers, suppliers, and other persons and organizations) to perform in accordance with the Agreement and the Proposal, to Village's satisfaction, and within the prescribed time.

SECTION 8 - SELECTION PROCEDURE

- 8.1** The Selection Committee (SC) will be responsible for ranking the most qualified firms. The SC may also, at its sole discretion, request additional or clarifying information from any responder. The SC may expressly request such information to remedy any incomplete response but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.
- 8.2** The SC will review all responses and rank them using the evaluation weighting criteria set forth in this Section of the RFP. Evaluations will consider the following:

- How well the Proposal demonstrates an understanding of the requirements of the RFP;
- The description of the methodology that will be used to meet the requirements; and
- The likelihood of success based on the reasonableness of the approach, the commitment of resources, and adequate infrastructure to support the proposal.

8.3 Firms may be asked to make a presentation of their qualifications and methodology to staff and/or the Village Council.

8.4. The Village shall negotiate the contract price and fees with the firm ranked highest in accordance with Florida Statute 218.391. The proposed Fee Schedule is required for submittal with the RFP due on April 2, 2020 at 4:00 p.m. Cost/fee information shall be considered in the ranking of the RFP by the SC.

8.5 The Village reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The Village further reserves the right to seek new proposals when it is deemed in the best interest of the Village.

8.6 EVALUATION WEIGHTING CRITERIA: The weighting for each required section shall be as follows:

A. General Approach to Service Delivery and Qualifications	30%
B. Key Personnel Knowledge, Skills and Abilities	10%
C. Performance Measurement and Quality Control	15%
D. Back-up Coverage/Depth of Service	10%
E. References	05%
F. Fire/Injury Prevention and Mitigation Efforts	05%
G. Proposed Fee Structure	<u>25%</u>
	100%

There are a number of required components of the proposal that will be scored on a Pass/Fail basis (Title Page, Table of Contents, Letter of Transmittal/Executive Summary, General Information, Insurance Requirements and Attachments). A passing score will be considered as a successfully completed requirement of the evaluation process and no additional points are awarded. A failing score will result in a 5-point deduction (for each component scored as failing) and this amount will be subtracted from the cumulative scoring of the proposal.

8.7 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE BIDDER BY THE VILLAGE. THE VILLAGE RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) TO THE PROVIDER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROVIDER SHALL BE ENTITLED TO RELY ON ANNOUNCEMENT OF ANY AWARDS, AND THE VILLAGE SHALL IN NO WAY BE ESTOPPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

SECTION 9– REJECTION CRITERIA

- 9.1 Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all inclusive):
- 9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 9.3 The instructions, order and matrixes in the Proposal Package have not been properly followed.
- 9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.
- 9.5 The Village did not receive the RFP Package prior to the submittal deadline.
- 9.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida.
You must submit a State of Florida Certificate of Status for your firm.
- 9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- 9.8 The Proposal signature page and certification are not properly executed.

SECTION 10 - WAIVERS

The Village in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve the public interest.

SECTION 11 - INSURANCE REQUIREMENTS

- 11.1 The PROVIDER shall not commence work under this Contract until it has obtained all Insurance required under this paragraph and such insurance has been approved by the VILLAGE.
- 11.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The PROVIDER shall furnish Certificates of Insurance to the VILLAGE'S representative prior to the commencement of operations. The Certificates shall clearly indicate that the PROVIDER has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve the PROVIDER of its liability and obligations under this Contract.

- 11.3** The PROVIDER shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$2,000,000 per occurrence.
- 11.4** The PROVIDER shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the PROVIDER from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the PROVIDER or by anyone directly employed by or contracting with the PROVIDER. The insurance shall include legal liability of not less than \$50,000 per occurrence, unless other wise stated by exception herein.
- 11.5** The PROVIDER shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the PROVIDER from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned vehicles, including rented vehicles whether such operations be by the PROVIDER or by anyone directly or indirectly employed by the PROVIDER.
- 11.6** The PROVIDER shall maintain, during the life of this Contract, uninsured and under insured motorist coverage of at least \$300,000. "Umbrella" coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a form following basis.
- 11.7** The PROVIDER shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- 11.8** The PROVIDER shall maintain, during the life of this Contract, Professional Medical Malpractice insurance including errors and omission with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on claims made basis.
- 11.9** All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the PROVIDER shall specifically include the Village of Indiantown as, "Additional Insured" and shall unequivocally provide 30 days written notice to the VILLAGE prior to any adverse changes, cancellation or non-renewal of coverage thereunder.
- 11.10** Required insurance shall support Provider's indemnity set forth in the Contract and shall unequivocally provide 30 days written notice to the Village prior to any adverse change, cancellation or non-renewal of coverage there under. Said liability insurance must be acceptable to and approved by the Village as to form and types of coverage. In the event that the statutory liability of the Village is amended during the term of this Contract to exceed the above limits, the Provider shall be required, upon 30 days written notice by the Village, to provide coverage at least equal to the amended statutory limit of liability of the Village.
- 11.11** It shall be the responsibility of the Provider to ensure that all Sub-Providers comply with the same insurance requirements referenced above.

- 11.12** Compliance with the foregoing requirements shall not relieve the Successful Provider of its liability and obligation under this section or under any other section of the Contract.
- 11.13** Issuance of a contract is contingent upon receipt of the insurance documents within five (5) business days after a Notification of Tentative Award is issued to the Provider by an authorized official of the Village. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the Successful Provider shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Successful Provider fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the Notification of Tentative Award the Successful Provider shall be in default of the terms and conditions and any proposed Contract shall be deemed terminated immediately. Under these circumstances, the Successful Provider may be prohibited from submitting future Proposals to the Village for a period of twelve (12) months.
- 11.14** The Successful Provider shall be responsible for assuring that the insurance certificate required in conjunction with this Section remains in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the Successful Provider shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in a manner prescribed in this Section; provided, however, that this suspension period does not exceed thirty (30) days, the Village may at its sole discretion, terminate the Contract and seek re-Purchasing charges from the Successful Provider.
- 11.15** If, in the judgment of the Village, prevailing conditions warrant the provision by the Successful Provider of additional liability insurance coverage or coverage which is different in kind, the Village reserves the right to require the provision by Successful Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Successful Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the Village's written notice, the Village, at its sole option, may terminate the Contract upon written notice to the Provider, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- 11.16** An original or certified sample copy of the signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured by Provider in the types and amount(s) required hereunder, shall be included with the Proposal response.
- 11.17** After award, except as to Worker's Compensation and Employer's Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include the Village of Indiantown, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured.

SECTION 12 – GENERAL CONDITIONS

- 12.1** VENUE: All contracts shall be governed by the laws of the State of Florida and venue shall be in Martin County, Florida.
- 12.2** EXPENSES: Neither the VILLAGE nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Provider. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.
- 12.3** INTERPRETATIONS: All Providers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village via email to the Village Clerk prior to the opening of Proposals; failure to do so on the part of the Provider will constitute an acceptance by the Provider of any subsequent decision by the Village. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested via email to sowens@indiantownfl.gov by Thursday, March 19, 2020, at 4:00 p.m. Inquiries shall be addressed to the Village Clerk. No person is authorized to give oral interpretations of or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Providers via DemandStar. Receipt of all addenda shall be acknowledged by the Providers in the appropriate place on the Proposal Form.
- 12.4** PUBLIC ENTITY CRIMES: Pursuant to F.S. 287.133. as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 12.5** CODE OF ETHICS: If any Provider violates or is a party to a violation of the Code of Ethics of the State of Florida with respect to this proposal, such Provider may be disqualified from performing the work described in this proposal or from furnishing goods or services for which the proposal is submitted, and may be further disqualified from bidding on any future proposals for work, goods or services for the Village of Indiantown.
- 12.6** ASSIGNMENT: Any Purchase Order or Contract issued pursuant to this Request for Proposals, and the monies which may become due hereunder, are not assignable, in whole or part.
- 12.7** INDEMNIFICATION: Provider agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held

liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Provider, its employees, or agents, arising out of or connected with this Agreement. The Provider shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees or representatives.

The parties agree that one percent (1%) of the total compensation to be paid to the Provider for performance of this Agreement shall represent the specific consideration for the Provider's indemnification of the Village.

It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

- 12.8** PROPOSALS TO REMAIN OPEN: All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The Village may, in its sole discretion, release any proposal prior to that date.
- 12.9** ANNUAL APPROPRIATION: Any Contract issued is conditional upon the Village appropriating funding to implement the Contract.
- 12.10** EMPLOYEES: Employees of the Provider shall at all times be under its sole direction and not be an employee or agent of the Village. The Contractor shall supply competent employees. The Village may require the Provider to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the Village or without any increase in Contract Price. Provider shall be responsible to the Village for the acts and omissions of all employees working under its direction, whether or not the actions taken go beyond the normal scope of employment.
- 12.11** ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the Village. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Provider's authorized signature on the Proposal Form attests to this.
- 12.12** DELETION/OVERSIGHT/MISSTATEMENT: Any deletion, oversight or misstatement of the Specifications shall not release the Provider from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the Village in its sole discretion.
- 12.13** MODIFICATION OF AN OFFER: Any modification of an Offer by the Provider shall be submitted to the Village Clerk prior to the Solicitation closing date and time. The Provider shall submit the new Offer and a letter, on company letterhead, signed by an authorized agent of the Provider stating that the new submittal supersedes the previously submitted Offer. The Provider must present certification to assure that they

are indeed an authorized representative of the Provider's firm at the time such communication to modify the Proposal is presented. A Village representative will verify this information prior to acceptance of the modified proposal. The sealed envelope shall contain the same information as required for submitting the original Offer. In addition, the envelope shall be marked with a statement that this Offer replaces the previously submitted Offer. No modifications of an Offer shall be accepted after the Solicitation closing date and time.

- 12.14 WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Village Clerk prior to the Solicitation closing date and time. The Provider must present certification to assure that they are indeed an authorized representative of the Provider's firm at the time such communication to withdraw the Proposal is presented. A Village representative will verify this information prior to return of Provider's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation closing date and time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Village Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Provider.
- 12.15 CONTRACT EXTENSION:** The Village reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The Village shall notify the Successful Provider in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the Village and the Successful Provider are in mutual agreement of such extensions.

SECTION 13 - SUBMITTAL PACKAGE

The format and content of the proposal will be the primary basis upon which each submission will be scored. This information is vital for the Village to rate your firm, as the evaluation and ranking will be based on the information supplied below along with any other information required. For compliance with this solicitation, Providers are strongly encouraged to complete the following information exactly as outlined. The weighting of each key component is provided in an effort to identify how each proposal will be scored.

Proposal Format:

Proposal shall be in the following order with the tabbed sections of the binder/PDF document corresponding to the following key components:

- Tab # 1: Title Page
- Tab # 2: Table of Contents
- Tab # 3: Letter of Transmittal/Executive Summary
- Tab # 4: General Approach to Service Delivery and Qualifications
- Tab # 5: Key Personnel Knowledge, Skills and Abilities (KSA's)
- Tab # 6: Performance Measurement and Quality Control
- Tab # 7: Back-up Coverage/Depth of Service
- Tab # 8: References
- Tab # 9: Fire/Injury Prevention and Mitigation Efforts
- Tab # 10: Proposed Fee Structure
- Tab # 11: General Information

Tab # 12: Insurance Requirements

Tab # 13: Attachments

The following is a brief description of each of the key components of the proposal that will be evaluated and their individual weighting. In those areas in which a “Pass/Fail” scoring is utilized, a passing score will be considered as a successfully completed requirement of the evaluation process and no additional points are awarded. A failing score will result in a 5-point deduction from the cumulative scoring of the proposal.

Title Page (Pass/Fail):

Name of Provider’s company/corporation, address, telephone number, e-mail address, name of person which will handle the Village’s account, date, and the subject RFP No. 2020-004 – Fire and EMS Services.

Table of Contents (Pass/Fail):

- To facilitate comparison and scoring of proposals, the mandatory Table of Contents as described in the Proposal Format above must be adhered to.
- Table of Contents must include corresponding page number and pages must be numbered sequentially.
- Tabs must separate each section of the proposal.

Letter of Transmittal/Executive Summary (Pass/Fail):

Limit to two or three pages. Briefly state the Provider’s positive commitment, understanding of the work to be performed and a commitment to perform work within the time restraints set forth in this solicitation.

General Approach to Service Delivery and Qualifications (30 points):

Providers will be required to provide a work plan that addresses the following components;

- Summary of the intended start-up plan.
- Description and timeline for the mobilization of resources and line personnel.
- Overview of deployment practices to be utilized upon becoming operational.
- Identification of command and control practices.
- Approach to employee safety and injury prevention practices.
- Description of the initial training requirements, on-going training and remediation methods when deficiencies are observed.
- Vehicle maintenance, repairs, readiness checks and preventative maintenance.
- Approach to identifying potential problems and the methodologies that will be utilized in resolving these issues.

Key Personnel Knowledge, Skills and Abilities (10 points):

1. Identify the principal supervisory and management staff (Fire Chief, Shift Officers and other Supervisors), who will be assigned to the Village as it relates to this contract. Provide information on the Fire and EMS service delivery contract experience of each person, including information on relevant managerial or supervisory experience with service contracts similar to that being proposed in Indiantown. Attest that these key personnel, particularly those with on-sight involvement, will only be changed with the express prior written permission of the Village of Indiantown, who shall retain the right to approve or reject the replacement of key personnel.

2. Identify any key off-site partners, managers and other supervisory staff who will have specified involvement with this project.
3. Include a brief statement on the firm's policy or general practices regarding the rotation of staff assignments (line personnel, supervisors and managers) that would impact assignments in the Village.

Performance Measurement and Quality Control (15 points):

Provider will describe those methods it intends to utilize to measure both the quantitative and qualitative aspects of service delivery (other than response time) for the Indiantown contract. These will include but not limited to; performance outcomes, protocol compliance, patient care measures, fire loss, customer satisfaction, and other measures that assess performance and quality control.

Back-up Coverage/Depth of Service: (10 points):

Provider will provide a detailed and realistic description of its plan as to how it will provide sufficient resources to manage and respond to multiple incidents that exceed the capacity of on-duty resources and how you will bring in additional resources during major incidents. This should include but not be limited to; the notification and recall of off-duty personnel, the training and deployment of reserve staffing and the utilization of mutual aid resources.

References (5 points):

Describe the specific experience and working relationships your firm has had in which similar service responsibilities were established and can be representative of the type and quality of work that can be expected if selected as the Provider for the Village.

Provide a list of at least at least three (3) clients (governmental or private industry) who within the last five years your firm has or is currently providing Fire or EMS services. It is the responsibility of the Provider to notify in advance the contact person specified, advising them that they have been given as a reference in this proposal and that they can be expected to be contacted by a representative of the Village. Provide the following contact information for each reference:

Name
Address
Title
Telephone, Facsimile Number & e-mail address
Date of Contract

Provide a listing of any Florida counties and municipalities for which the firm is providing or has been provided Fire or EMS services.

Fire/Injury Prevention and Mitigation Efforts (5 points):

Describe your plan with regard to community fire prevention, injury prevention, structural and wildland mitigation efforts that would be implemented in an effort to reduce and/or minimize the occurrence of actual emergency events in the community. Demonstrate your success in these areas through the description of actual experiences of your firm on implementing these and other strategies in past work environments.

Proposed Fee Structure: (25 points):

Complete and provide as a component of this section; "Attachment "C" - Schedule of Fees", which lines out the total cost you will charge for the services identified in this proposal.

In addition, include in this section any alternative service delivery options that you can recommend that would achieve the desired level of service for a reduced cost, or alternative approaches in service delivery and/or deployment that can result in additional cost savings.

General Information (Pass/Fail):

1. State if business is local within Martin County, national, or international.
2. Give the date the business was organized and/or incorporated, and place of incorporation.
3. Give the location of the office that will manage the Village's accounts and the names and contact information for the professional staff at that office.
4. State if the business is licensed, permitted and/or certified to do business in the State of Florida (attach copies of all such licenses issued to the business entity). Provider shall provide an affirmative statement outlining that the firm and all assigned key personnel staff are properly licensed to practice accordingly in the State of Florida.

Insurance Requirements (Pass/Fail):

Providers must submit with their proposal, proof of insurance or a letter of intent to obtain coverage, meeting or exceeding the requirements stated in this RFP solicitation.

Attachments (Pass/Fail):

Insert Provider's Qualifications Statement (Attachment "A"), Non-Collusive Affidavit (Attachment "B"), Schedule of Fees (Attachment "C"), Confirmation of Drug-Free Workplace (Attachment "D"), Signature Page (Attachment "E"), and required certificate of Insurances and licenses, and other attachments as determined by the Provider.

SECTION 14 – DISPATCH SERVICES

Licensed emergency radio frequencies compatible with the Martin County Sheriff's Unit and Martin County Fire Rescue Communications shall be furnished by the provider for use for emergency communications and radio traffic. The Martin County Sheriff's Office 911 Communications Unit will provide Public Safety Answering Point (PSAP) and call-taking services. Martin County Fire Rescue Communications will provide Fire and Emergency Medical Dispatch System (EMDS) services. The Provider will deliver emergency and non-emergency response services based on the Dispatch Code assigned by the Medical Priority Dispatching criteria utilized by the Martin County Fire Rescue Communications. The Provider is required to communicate through the County's Communication Center for all vehicle movements both emergency and non-emergency.

1. Medical Priority Dispatching System: The Provider will utilize the medical priority dispatch protocols and pre-arrival instructions approved by the National Academies of Emergency Dispatch. The dispatch priorities shall be authorized and directed by the Medical Director in Coordination with the Martin County 911 Dispatch operations.
2. Computer Aided Dispatch: The Provider's will utilize the Pro QA computer aided dispatch (CAD) system operated by the Martin County Fire Rescue Communications for tracking all dispatch information for response activities. The Provider's CAD time punching system shall record the date, hour, minutes and seconds.

3. Florida State Requirements: The Provider will take the necessary actions to ensure compliance with all State of Florida Bureau of EMS Communications and Martin County 911 Dispatch Unit plan requirements.

ATTACHMENT "A"
PROVIDER'S QUALIFICATIONS STATEMENT

PROVIDER shall furnish the following information. Failure to comply with this requirement will render the Proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROVIDER'S Name and Principal Address:

Contact Person's Name and Title: _____

PROVIDER'S Telephone and Fax Number: _____

PROVIDER'S e-mail: _____

PROVIDER'S Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract (if applicable):

Have you ever failed to complete (or have been substantially behind the deadline on) an engagement awarded to you? If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractors(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Provider, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Provider or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Provider, its principals or officers or predecessor organization(s) were defendants.

Has the Provider, its principals, officers or predecessor organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

The PROVIDER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by PROVIDER to be true. The discovery of any omission or misstatement that materially affects the PROVIDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Proposal and, if after the award, to cancel and terminate the award and/or contract.

By:

(Signature)

Title:

Date:

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

PROVIDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

PROVIDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROVIDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROVIDER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROVIDER, firm, or person to fix the price or prices in the attached Proposal or any other PROVIDER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROVIDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROVIDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (Signature)

My Commission Expires: _____

**ATTACHMENT “C”
SCHEDULE OF FEES**

A. Total Annual Cost for Fire and EMS Services for Year 1 of the Contract:

\$ _____

B. Total Annual Cost for Fire and EMS Services for Year 2 of the Contract:

\$ _____

C. Total Annual Cost for Fire and EMS Services for Year 3 of the Contract:

\$ _____

D. Ambulance Fees and Guidelines for Rate Increases:

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

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

- Whether a “bundled or unbundled” rate structure is being proposed.
- Single Base Rate Charge and what items are included and excluded from the base charge.
- If “unbundled”, a complete schedule of charges for medical supplies, equipment, procedures or other services that may be charged to the patient.
- Oxygen charge
- Mileage charge
- Emergency stand-by charge at special events
- EMS response fee or standby fee with no transport

E. Disclosure of Fee Schedule:

It is the Village’s desire to provide complete disclosure of all charges and fees associated with the delivery of transport services. As such the Provider shall establish as part of this proposal its full and complete rate schedule for all

services and charges. These charges shall be posted at the Provider's business office, be made available as a handout to all patients and/or family members and be posted on the Provider's web page. The Provider may not deviate or alter the established fee schedule with prior written authorization by the Village Manager.

F. Rate Increases:

The Provider may request a rate increase after the initial 12 months of operations and base this request on market factors, collection rates, and inflationary impacts in the Village area. Request for rate increases are to be made in writing to Village Manager. The Village Manager shall investigate the situation and make a recommendation to the Village Council. All changes to ambulance rates are made by the Village Council. Any contract rate structure increase shall be in effect for a minimum of 12 months. In no instance may the contractor request more than one rate increase within any consecutive 12-month period.

G. Billing System and Access to Information:

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

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

1. Local Access: A specified local phone number for inquiries from patients and third-party payers will be provided by the Provider for patient's use. Should the Provider elect to manage its account receivables from a location other than the Martin County area, a local access phone number still must be provided.
2. Web Page Access: The Provider shall provide billing and payment information that is account specific in a web-based format. Patients shall have the opportunity to make inquiries, obtain account information, locate company contact information, and make payments on a secure on-line web page.
3. On-scene Collection Prohibited: For services provided within the Martin County service area, the Provider shall not engage in on-scene collection for local services at scene, in route, or upon delivery of the patient at the receiving medical facility.
4. Third-Party Billing and Collection: The Provider may engage, at its sole expense, a third-party agent to provide EMS billing and collection services. The third-party service is required to comply with all rules imposed by the Village on the Provider.
5. Audits and Inspections: The Provider shall provide the Village with an annual audited financial statement prepared by an independent public accounting firm in accordance with generally accepted accounting principles consistently applied. Statements shall be available within 150

days of the close of each fiscal year. If the Provider's financial statements are prepared on a consolidated basis, then separate balance sheets and income shall be subject to the independent auditor's opinion.

6. At any time during normal business hours and as often as may be reasonably deemed necessary, Village representatives may observe the Provider's office operations, and the Provider shall make available to the Village for its examination any and all business records, including incident reports, patient records, and financial records of the contractor pertaining to the agreement. The Village may audit, request a subsequent audit or a special audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, accounts receivable, inventory, personnel, and other records, daily logs, employment agreements, and other documentation for the Village to fulfill its oversight role.
7. A Village representative may ride as a "third-person" on any of the Provider's ambulance units at any time, provided, that in exercising this right to inspection and observation, Village representatives shall conduct themselves in a professional and courteous manner, shall not interfere with the Provider's employees' duties, and shall at all times be respectful of the Provider's employer/employee relationship.

**ATTACHMENT “D”
CONFIRMATION OF DRUG-FREE WORKPLACE**

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendens to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Proposal Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Provider’s Signature

Date

ATTACHMENT "E"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Provider is financially solvent and sufficiently experienced and competent to perform all of the work required of the Provider in the Contract;
2. The facts stated in the Provider's response pursuant to the Request for Proposals, instructions to Provider and Specifications are true and correct in all respects;
3. The Provider has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Provider warrants all materials supplied by it are delivered to the Village of Indiantown, Florida, free from any security interest, and other lien, and that the Provider is a lawful owner having the right to supply the same and will defend the conveyance to the Village of Indiantown, Florida, against all persons claiming the whole or any part thereof.
5. **Provider understands that if a team is short listed and selected to make oral presentations to the selection committee and/or VILLAGE, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the Village the firm will negotiate in good faith to establish an agreement.
7. Provider understands that all information listed above may be checked by the Village of Indiantown and Provider authorizes all entities or persons listed above to answer any and all questions. Provider hereby indemnifies the Village of Indiantown and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this ____ day of _____, 20__.

(If an individual, partnership, or non-incorporated organization)

Witness

Printed

Title

Company

By

Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Proposal Form dated _____, 20____, between the Village of Indiantown, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and
Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Proposal Form dated _____, 20____, between the Village of Indiantown, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20 ____.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and
Commission Number